IRISH LAND COMMISSION.

RULES

ISSUED BY THE

IRISH LAND COMMISSION

UNDER THE

PURCHASE OF LAND (IRELAND) ACT, 1891;

REDEMPTION OF RENT (IRELAND) ACT, 1891;

AND

TURBARY (IRELAND) ACT, 1891.

15th day of August, 1891.

Presented to both Houses of Parliament by Command of Her Majesty.

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15*th day of August*, 1891.

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RULES

UNDER

THE PURCHASE OF LAND (IRELAND) ACT, 1891.

15th day of August, 1891.

It is this day ordered that the following General Rules and Orders shall from and after this date and until further order, take effect and be in force in the Land Commission in relation to all proceedings under and in pursuance of the Land Purchase Acts, or any part of any Act incorporated therewith, in relation to the acquisition of land by tenants, and that all previous Rules and Orders shall, save in so far as is otherwise herein provided, cease to be in force as regards all proceedings commenced or continued after this date, save that as regards pending proceedings, and as regards any case in which the landlord and tenant agree that the advance shall be made out of any money which remains available for advances under the Land Purchase Acts of 1885 and 1888, the existing form of agreement (omitting the words "in case the Irish Land Commission shall sanction the said advance" in clause 3) shall be used, and where these Rules and Orders are not applicable the general Rules and Orders in force at the date hereof shall remain in force in all proceedings in such cases as if these Rules had not been made.

Saving of certain existing Rules

1. The Rules Nos. 9, 10, 11 and 12 of the Land Commission, dated 12th December, 1883, shall be in force as regards proceedings under the said Acts save that the computation of time by days shall be exclusive of Sundays and of the Court holidays therein mentioned, and such computation shall be exclusive of the first and inclusive of the last day; and where the expression clear days shall be used, the computation shall be exclusive both of the first and of the last day.

Originating Statement.

2. Where a vendor has contracted or is about to contract to sell an estate or land, he shall lodge, either before or contemporaneously with the first agreement for sale, an originating statement following the Form 1, in the Appendix hereto, with such variations as the nature of the case may require. The statement shall be fairly written on post paper, book-wise, with sufficient margin, and with a parchment back, and shall be divided into paragraphs, and shall be verified by the affidavit of the vendor, or if there be more than one vendor by one of the vendors, unless

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a Commissioner shall otherwise direct, and such statement may include all lands which the vendor intends or expects to sell or the title to which he requires to be investigated for the purposes of registration under "The Local Registration of Title (Ireland) Act, 1891," and which are held under a common or partly common title, or which, if incumbered, are subject to any common incumbrance.

The first schedule to the originating statement shall set forth the total number of tenants on each townland, and the total areas, valuations, and rents of such townland. Where there are any lands in the vendor's occupation upon which the tenants have any rights of grazing or turbary, the namee, areas, and valuation of such lands shall be given. The Ordnance Survey names only of the townlands shall be used in the originating statement, and if the estate comprises part only of a townland, it must he so stated.

If the lands are subject to Quit or Crown rent, tithe-rentcharge, head rent, rentcharges, annuities, or drainage charges, the statement shall set forth the manner in which it is proposed to deal with the same.

To every such statement shall be annexed the following schedules, also on post paper, accurately totted:—

(1.) A schedule of the parcels or townlauds, the quantities, the tenure, head rent (if any), tithe-rentcharge, and other charges incident to the tenure, and drainage or land improvement charges.

(2.) A schedule of all other charges and incumbrances existing or claimed, and as far as is known, the priority and date of the incumbrance, the name and address of the incumbrancer in whom the charge is vested, and, if this cannot be readily given the name and address of the person to whom interest was last paid and the capacity in which he received such interest, the particulars of the incumbrance, and the sum due for principal and interest.

Filing of Originating Statement, and reference to Commissioners.

3. Every such Statement shall be filed in the Examiners' office. The officer receiving the same shall endorse thereon the date of filing, and the Record Number indicating the order in which the Statement has been received. Every Statement shall be entered in the Index of Cases and Record of Proceedings, and ehall, in the first instance, be referred to the Commiesioners appointed under the Purchase of Land (Ireland) Act, 1885, in rotation, and all subsequent proceedings usually conducted before one Commissioner ehall be conducted before the Commiseioner to whom the Originating Statement has been referred; provided that the Statement and proceedings may be transferred from one of the Commissioners appointed under the Purchase of Land (Ireland) Act, 1885, to the other of such Commissioners at any time on the fiat of the Judicial Commissioner; and as regards proceedings other than the sanctioning of advances, the Statement and pro-

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ceedings, or any matter arising thereunder, may at any time be transferred, on the fiat of the Judicial Commissioner, from one to any other Commissioner, and on transfer of the Statement and proceedings the minutes on the Index of Cases and Record of Proceedings shall be altered accordingly.

Entitling of Documents

4. All statements, notices, orders, affidavits, consents, undertakings, certificates and other documents for the purpose of any motion or proceeding shall, unless otherwise directed by Rule, be headed "Court of the Irish Land Commission—Land Purchase (Ireland) Acts, 1870 to 1891," and be endorsed with the Record Number, and shall be entitled "In the Matter of the Estate of A.B., a Vendor of Land," or, if the Vendor or Vendors be a trustee or trustees for sale or with power of sale, "In the Matter of the Estate of A.B. and C.D., trustees for sale (*or*, with power of sale) under the Will dated of E.F. deceased (*or*, of the Estates of E.F. under Indenture dated), Vendors of Land."

Amendment of Originating Statement.

5. No amendment shall be made in any Originating Statement that has been filed except by leave of the Commissioner, and in such manner as he may direct, and every such amendment shall be initialled and dated by the proper officer.

Supplemental Statement.

Additional statements, when lodged, shall be deemed to be supplemental to, and shall be endorsed with the Record Number, of the originating statement and with a distinguishing letter, but no costs of supplemental statements shall be allowed on taxation without the Commissioner's direction.

When, however, for the purpose of being represented by a separate Solicitor, or firm of Solicitors, or other sufficient reason, the vendor desires to institute substantive proceedings for the sale of additional lands, the title to, and incumbrances (if any) upon which are in no way common with the title to, or incumbrances upon the lands comprised in any originating statement already filed by the same vendor, the Commissioner may, if it shall appear to him expedient, having regard to the special circumstances of the case, permit an originating statement to be lodged, and to receive a new record number.

Notice to Receiver of Quit Rents, Board of Works and Church Property Department.

6. Together with the originating statement there shall be lodged for transmission through the Notice Office, requisitions to the Receiver of Quit Rents, Board of Works, and Church Property Department of the Land Commission in Forms 2, 3, and 4. These requisitions, save that to the Church Property Department, shall be lodged in duplicate, and it shall be the duty of the officer to see that they include all the lands comprised in the originating statement. As soon as the returns shall have been made, and duly noted, the requisitions with the returns endorsed, shall be returned to the solicitor for the vendor.

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Notice to Incumbrancers and general Notice to Claimants.

7. The originating statement when filed, shall be laid before the Commissioner, who shall direct to whom notice of the filing is to be given, and the manner in which the general notice to claimants is to be published. The notice of filing of an originating statement shall be in Form 5, unless the Commissioner shall otherwise direct, and shall in all cases be served either personally or at the residence of the party, unless the Commissioner directs some other mode of service. The general notice to claimants shall be in Form 6. No advance shall be conditionally sanctioned until the services of the notices of filing of the originating statement, and the publication of the general notice to claimants have been vouched in the Examiners' Office, and a certificate to that effect has been endorsed upon the originating statement by the proper officer. There shall be kept in the Agreements for Purchase Office a register of the persons whom the Commissioner directs to have notice of the filing of the originating statement, and their postal addresses, or that of their solicitors, and such persons or their solicitors may change the addresses from time to time, or have the register otherwise corrected; provided every address so registered shall be one within the United Kingdom.

Lis Pendens.

8. As soon as the originating statement has been filed it shall be the duty of the solicitor for the vendor to register the matter as a *Lis Pendens*, and the proper officer shall, if so required, give a certificate of the filing of the originating statement for this purpose in Form 7.

Agreement between Vendors and Tenants for Purchase.

9. Agreements between vendor and tenant for the sale and purchase of a holding shall be in Form 8, with such variations as may from time to time be directed. All such agreements shall be on stout writing medium paper, and endorsed with the Record Number, Title of the Matter, County, and Tenant's name, and shall be signed by both Vendor and Tenant or some person acting under a Power of Attorney on behalf of either of them, and shall be verified by the affidavit of the tenant, and bear an Inland Revenue stamp or stamps to the value of sixpence, which must be cancelled according to law.

No such agreement shall be received after the expiration of two months from the date of the execution thereof by the tenant unless by leave of the Commissioner.

Every such Agreement shall state the sum which, at the date thereof is the rent of the holding, and the average annual amount payable by the landlord during the five years next before such date for poor rate and Grand Jury cess, and (if the Land Commission permit the sale to be made subject to tithe-rent-charge), the average annual amount payable therefor during the same period, and shall also state whether the rent is payable under a fee-farm grant (giving the date and parties), or a lease, or agreement in writing (giving the date, parties, and term) under a tenancy from year to year, or how otherwise, and if the rent be a

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judicial one the date at which it was fixed, and whether it was fixed by a Sub-Commission, the County Court, or on a rehearing or appeal, or by consent, arbitration, agreement, or how otherwise.

The parties to such Agreement must produce such receipts or other documents, or give such proofs as may be considered requisite and necessary by the Commissioner with respect to such annual amounts payable by the landlord as aforesaid. The Commissioner may, however, dispense with any of such proofs if he thinks fit.

The agreements for sale of each estate shall be accompanied by a Summary by way of Schedule in such form as the Commissioners may from time to time direct, together with the certificate of the tenement valuation.

Form of Agreement in case of purchase by tenants formerly in possession of holdings.

10. Agreements for the sale and purchase of a holding entered into in pursuance of section 13 of the Purchase of Land (Ireland) Act, 1891, shall be in Form 9, with such variations as may from time to time be directed, and shall otherwise be prepared, signed, verified, and stamped as is directed by Rule 9 with reference to Agreements between vendor and tenant for purchase, and shall also state how and when the former tenancy was determined, and for what period immediately prior to the date of the Agreement the vendor or his predecessor in title had been in occupation of the holding; the parties to such Agreement shall give such further information as may be required by the Commissioner with respect to the former tenancy and the occupation of the lands since the determination of such tenancy.

If the vendor claims to be the successor in title of the landlord at whose suit such proceedings were taken, an affidavit by him shall be also lodged, setting forth the particulars of his succession; and if the purchaser claims to be the personal representative of the former tenant, the original probate of the will or administration to the goods of such former tenant, or other document showing how such claim is founded, shall also be lodged with such Agreement. No such Agreement shall, without special order, be received after the 5th of April, 1892.

Proceedings not to be carried out by conveyance without special order.

11. No Agreement which provides that the sale shall be carried out by a conveyance shall be received without the order of the Commissioner.

To obtain such an order, application may be made to the Commissioner, on notice to the other party, and the applicant for such order must satisfy the Commissioner that proceedings by means of a conveyance are desirable, having regard to the interests of all parties concerned, and that such proceedings can be more expeditiously carried out than proceedings by way of vesting order.

Maps to be lodged with Agreements for sale and Surveys.

12. Every agreement for sale, subject as hereinafter mentioned, shall be accompanied by a map, neatly mounted on linen, distinguishing thereon the exterior boundaries of the holding or holdings. Maps shall be prepared and furnished by townlands, or groups of townlands; and if on the 6-inch scale, should,

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when practicable, not exceed 18 inches by 12 inches in size, and in every case the names of the adjoining townlands should be shown upon the map. In no case should different maps be used for sales of different holdings upon the same townland.

If, for the purposes of proceedings in the Landed Estates Court, or Land Judge's Court, a survey of the estate has been made by the Ordnance Survey Department, the rental map (if procurable) shall be used, unless, in the opinion of the proper officer, such map would be unsuitable, having regard to a more recent survey or revision. With the rental map shall be lodged the rental, or a copy of the Ordnance Surveyor's report, accompanied by an affidavit from the landlord, his agent, or a competent surveyor in the employment of the vendor, stating that the several holdings are correctly marked on the map as they then exist, and the affidavit must state that the deponent visited the lands and examined the map upon the grounds.

If there has been no such survey as aforesaid, or if there have been considerable alterations in the boundaries of the holdings since the date of such survey, the latest revised Ordnance sheet, or the rental map, if there has been such survey as aforesaid, having the holdings marked thereon at the General Valuation Office, may be used, if accompanied by a certificate of the tenament valuation, and verified in like manner.

When trifling alterations have to be made in rental maps, or maps marked at the General Valuation Office, they shall be neatly made in a distinctive colour by a competent surveyor, who shall amend the areas as shown in the rental, surveyor's report, or certificate of tenement valuation, as the case may be, accordingly, and verify the same by an affidavit in which he shall state his qualification.

Existing estate maps where suitable, and provided they are accompanied by proper evidence of area, and correspond with the Ordnance Survey as to names and townland boundaries, may be accepted at the discretion of the proper officer.

If the lands have been surveyed by the Ordnance Survey Department upon the 25-inch scale, the map on that scale shall be adopted.

If the rental map or General Valuation Office map be very inaccurate or otherwise unsuitable, and if existing estate maps be not adopted, an Ordnance Map with the holdings correctly delineated thereon, and accompanied by a schedule of areas in the form used by the Ordnance Survey Department, and certified by a competent surveyor, who shall state his qualifications, may be lodged; but where surveys of estates be necessary, they shall be made by the Ordnance Survey Department.

Surveys by Ordnance Survey Department.

13. Directions for Surveys by the Ordnance Survey Department may be obtained in the Agreements for Purchase Office, and the solicitor applying shall prepare such direction in Form 10, and shall furnish with it an Ordnance Sheet, showing the lands to be surveyed, and a certificate of the tenement valuation. The issue of such direction, and the name of the solicitor who applied for

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it, shall be entered in the record of proceedings. With respect to surveys or revisions of surveys made by the Ordnance Survey Department, or maps or copies of maps and other documents drawn by or obtained from that department, the account shall be paid by the vendor or his solicitor before the maps are delivered, or at such other period as that department shall direct. Every solicitor shall be personally responsible for the costs of any such survey made in pursuance of a direction issued at his instance.

14. It shall be the duty of the officer receiving the agreements for sale to see that they are accurately filled up in accordance with the rules, and that they correspond with the schedule furnished with the map. Lodgment of Agreements for sale.

15. If it shall appear to the Commissioner necessary to make a survey or a preliminary inquiry in respect of any application, he may, before entertaining it, require the applicant to lodge such sum as he may consider sufficient to cover the reasonable expenses of such survey or inquiry; and the Commissioner may require such statements, rentals, or other documents to be furnished and verified, as he may think fit. Preliminary Expenses.

16. The agreement shall be referred to an Inspector, being if possible one of the permanent staff of the Land Commission, to report whether the holding affords sufficient security for the advance applied for, and to inquire into the condition in respect of house accommodation for labourers employed on the holding, and he shall report in Form 11, or as near thereto as circumstances will permit. Where the application for an advance is in respect of a holding for which a judicial rent has been fixed after a hearing in Court by a Sub-Commission or by Valuers, or by arbitration under the Land Law (Ireland) Acts, 1881 and 1887, or under the Redemption of Rent (Ireland) Act, 1891, the Record file of the proceedings upon which such judicial rent has been fixed with the map of the holding shall be referred to the Inspector for his information. Reference to Inspector.

Due notification of the intention to inspect a holding by the Land Commission Inspector shall be given by him. Upon the inspection the boundaries of the holding shall be ascertained by the Inspector, and the map with such alterations, if any, as he shall find necessary, shall be certified by him to be correct.

A copy of the Report made by the Inspector may be obtained by the parties to the agreement on application to the Keeper of the Records, on lodging a requisition for that purpose.

17. When an advance has been conditionally sanctioned, notification of the sanction shall, as soon as possible, be transmitted through the post to the Vendor and Purchaser, to the postal addresses given in the agreement, or to their respective solicitors, and also to every person registered as having had notice of the filing of the Originating Statement. Provided always that the Commissioner Notification of Conditional Sanction of an Advance

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may, if he is of opinion that a sufficient sum has been realised by sales to pay off in full the claim of any person so registered as aforesaid, direct that the sanction of advances shall be no longer notified to such person.

Ascertainment of Annual Value.

18. The purchaser, if the advanco exceeds three-fourths of the price of the holding, may, within ten days from the date of posting of such notification, apply to the Land Commission by notice in Form 12 to determine the annual value of the holding.

Such notice shall be accompanied by an affidavit sworn by the purchaser, which affidavit, in cases where the rent of the holding has bsen fixed under the Land Law (Ireland) Acts, 1881 or 1887, or the Redemption of Rent (Ireland) Act, 1891, shall state shortly the grounds on which the purchaser relies that such judicial rsnt, after making the deductions referred to in Section 42 of the Purchase of Land (Ireland) Act, 1891, should not be taken as the annual value of the holding for the purposes of the 8th Section of the said Act; and in other cases, viz., when the rent is not a judicial ront, such affidavit shall state the circumstances on which the purchaser relies in support of his application, and shall state, if the holding has been purchased by the tenant or his predecessor, the amount of the purchase money, and, if the rent has heen changed, the nature and amount of the change during the previous twenty years, and shall, where the rent is payable under a lease or other document, refer to the same as an exhibit, and lodge the same, or a truo copy thereof, in the Agreements for Purchase Office, with such affidavit.

The Commissioner may thereupon ascertain and by order declare what is the annual value of the holding, or he may direct such notices to be served, inspections or inquiries to he made, such persons to appear before him, or such evidence to he given, as he may think fit, before determining the matter.

The ordor of the Commissioner, determining the annual value of the holding, shall be communicated to the purchaser.

The purchaser may appeal from the decision of the Commissioner fixing the annual value of the tenancy within ten days after the decision has been given, and such appeal shall be subject to the rules governing appeals from the decision or order of any Commissioner sitting alone.

Purchase of Estates by the Commission in the Land Judges Court.

19. When the tenants of any estate or lot for sale in the Land Judge's Court desire that the Commission should buy such estate or lot in order to re-sell to them, they shall send to the Commission at least 21 days before the day of sale, undertakings to buy their holdings in Form 13, specifying the prices they propose to pay and the amounts of the advances they require, and undertaking to pay to the Land Commission interest at the rats of 4 per cent. on their respective purchase-moneys, or the parts thereof remaining unpaid, from the date upon which the Land Commission shall direct the issue of Guaranteed Land Stock representing the purchase-money of the estate or lot to the dates upon which the respective purchase-moneys of such tenants shall

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be paid to, or advanced by the Commission. The undertakings shall also state the same matters as are directed by Rule 9 to be stated in agreements for sale between vendor and tenant so far as the same are not disclosed by the rental.

It shall be the duty of the officer receiving such undertakings to see that they are accurately filled up, and in accordance with the rental, and that they have been duly signed and verified.

Such estates, and estates being dealt with under Rules 20, 26, 27, and 28, shall be dealt with in the first instance by the Commissioners appointed under the "Purchase of Land (Ireland) Act, 1885," in rotation, subject to the same provisions as to transfer upon the fiat of the Judicial Commissioner as in the case of originating statements.

Should the Commissioner decide to purchase the estate or lot, the Solicitor to the Commission shall prepare and send in a proposal in accordance with his directions, and when the proposal has been accepted, he shall obtain the necessary privity to enable the guaranteed land stock representing the purchase money to be lodged and lay the undertakings before the Commissioner for acceptance. After such acceptance he shall take steps to have any conveyance to the Commission that may be necessary executed.

The solicitor to the Commission shall, without delay, notify to the tenants the acceptance of their proposals, and any tenant may thereupon apply to the Land Commission to determine the annual value of his holding within the period and in the manner prescribed by Rule 18.

No advance shall be made to such tenant unless all interest on purchase money, due by him to the Commission over and above six months' interest, has been paid.

When the advances have been made, the solicitor to the Commission shall prepare the draft vesting orders, and transmit them to the Examiners' office for settlement, and have them executed in the same manner as is hereinafter directed as regards other vesting orders.

Purchases by Tenants in the Land Judges Court.

20. When a tenant intends to bid for or to purchase a holding on an estate for sale in the Court of the Land Judge, and requires an advance for the purpose, he shall apply in Form 14. With such application there shall be lodged a copy of the rental of the estate, or of the Consolidated Final Notice to tenants, if the rental shall not have been settled. The application shall state the same matters as are directed by Rule 9 to be stated in agreements for sale between vendor and tenant so far as the same are not disclosed by the rental or final notice to tenants. The Commissioner may sanction an advance conditionally upon the tenant being declared purchaser of his holding. Such sanction shall be notified to the tenant, who may thereupon require the Commissioner to determine the annual value of the holding within the period, and in the manner prescribed by Rule 18.

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Lodgment of Advances in Land Judges Court.

21. When the tenant has been declared the purchaser of his holding, and the annual value has been ascertained, if so required, the Land Commission will make the advance by a transfer of guaranteed Land Stock, equal in nominal amount to the advance sanctioned, on being furnished with the following documents (if they have not been already brought in) :—

The printed or certified Rental.

The Certificate of Sale.

The Privity of the Accountant-General for the lodgment of the advance.

In case the tenant or any other person provides the guarantee deposit :—

The Accountant's Certificate of the Registration of such deposit.

And if the entire purchase-money is not being advanced :—

The receipt for the lodgment of the portion of such purchase-money to be paid by the tenant.

No guaranteed Land Stock shall be transferred to the account of the Accountant-General of the Supreme Court of Judicature by the Land Commission, unless the Privity for such transfer be furnished to the Solicitor to the Commission four clear days before the last day for lodgment specified in such Privity.

Charging Order on sale by Land Judges.

22. As soon as the order for the lodgment of the advance has been made, the proper officer shall prepare the charging order securing such advance.

Settlement of Land Judges Conveyances to Tenant Purchasers.

23. Together with the documents mentioned in Rule 21, or immediately afterwards, the draft deed of conveyance or other document to vest the holding in the purchaser approved of by the solicitor having carriage of the proceedings in the Land Judges Court, shall be lodged, together with any deeds referred to therein for approval by the Commission.

As soon as such draft has been perused and approved of by the Solicitor to the Commission, it shall be returned to the solicitor for the tenant for completion.

Prevention of delay.

24. The Solicitor to the Commission shall see that no unnecessary delay takes place in the preparation and execution of the conveyance, or other document, to vest the holding in the purchaser, and in any case in which such delay occurs he shall take the directions of the Commissioner in the matter.

Conveyance to be lodged in Record Office.

25. As soon as the transaction is closed, the Solicitor to the Commission shall get up the conveyance, or other document, which, together with any deed to which under the conditions for sale the purchaser may be entitled, the application, rental, order of the Land Judge (if any), and other papers connected with the case, shall be lodged in the Record Office.

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26. When either landlord or tenant desires the sale to be negotiated and completed through the medium of the Commission, an application for that purpose may be made in the Agreements for Purchase Office, and the Commission may entertain the application, provided the party applying undertakes to pay the necessary expenses of such negotiation. Negotiation of sales by the Commission.

27. Where a landlord desires to sell his estate to the Commission for the purpose of re-sale to the tenants, he may make application to the Commission in Form 15, and he shall satisfy the Commission that a competent number of the tenants are able and willing to purchase their holdings, and shall obtain from a competent number of the tenants, undertakings to purchase their holdings, which may be in Form 13, with such variation as may be necessary. Sales to the Land Commission by landlord.

28. Where the prescribed number of tenants, on any estate, desire that the Commission shall purchase an estate for re-sale to them, they shall lodge with the Commission undertakings in the same Form as is prescribed by Rule 19, with such variations as may be necessary, and they shall also lodge such sum as the Commission may require, to cover the expenses of negotiation and valuation. Applications by Tenants to Land Commission to purchase Estates.

29. As soon as an advance has been provisionally sanctioned or at an earlier period, by leave of a Commissioner, the vendor's Solicitor shall lodge with the Keeper of Records an abstract of the vendor's title, verified as hereinafter directed, and the original Deeds when forthcoming, and copies or other evidence of such as are not forthcoming. Abstract of Title.

If the Deeds are numerous a Deed box shall be lodged of such size as may be directed by the Keeper of Records, and in all cases a schedule of the Deeds lodged must accompany the abstract. The abstract shall include all lands which the owner intends or expects to sell, or the title to which he requires to have investigated for the purposes of registration under the "Local Registration of Title (Ireland) Act, 1891," which are held under a common or partly common title. Every abstract shall be fairly and legibly written in roundhand on small brief paper, and on one side only, and with proper and distinct margins for the several parts of the instruments abstracted, and shall be verified by the Solicitor by whom the same shall have been prepared, by an Affidavit in Form 44. Abstracts of Title shall be prepared in accordance with the directions in that behalf in the Appendix hereto.

The Keeper of Records shall receipt the abstract and issue a certificate of its lodgment, which the Solicitor for the vendor shall forthwith lodge in the Examiners' Office.

When it is proposed to sell through the Land Commission any land the title to which has been investigated in the Land Judge's Court, but of which no conveyance has been made by that Court, application should be made to a Land Commission Examiner for

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a requisition to the Land Judge's Court for the transfer of the Abstract of Title to the Land Commission, and the Solicitor for the vendor shall thereupon apply to the proper officer in the Land Judge's Court to endorse upon such requisition the necessary order for such transfer. He shall then lodge the requisition, having the order endorsed, with the Keeper of Records. No such requisition shall be issued unless the proceedings before the Land Judges have been either dismissed or stayed to enable the sale to proceed in the Commission, nor unless the Solicitor furnishes a schedule of the documents required and evidence of their lodgment in the Land Judge's Court. He shall also furnish a duplicate schedule to the Keeper of Records when the documents are being transferred.

If such abstract has not been ruled by the Land Judge, and is certified by the Solicitor to be complete, the Keeper of Records shall issue the usual certificate of its lodgment. If the title has been ruled by the Land Judge, the Solicitor shall attend before an Examiner with the Rulings on Title and office copies of the Land Judge's and his Examiner's notes, and take directions as to further proceedings.

Order for Lodgment of Deeds.

30. Any person having custody of any deed or document relating to the title, shall, if so ordered, and on such terms as the Commissioner shall think just, produce or hand over the same to the Commission for the purposes of the sale. The Examiner shall state in his directions on the title, whether the deeds are to be deposited with the Commission or merely produced for inspection. The Commissioner may make such order as may be just, as to the lien of any person lodging such deeds, muniments of title, or papers, or as to payment of the costs of lodging the same. Provided always that no mortgagee shall be obliged to part with the instruments creating his security, or dealing with it, until the order for payment of his demand is made; but he shall be bound in the meantime to furnish copies thereof if required, on payment of scrivenery charges, and to produce the originals if required by order of a Commissioner, or if the Examiner shall certify that such instruments are required for the vouching of the abstract of title. A Form of Notice to lodge deeds will be found in Form 16.

Lodgment and delivery of Deeds.

31. Deeds and documents directed to be lodged under the 30th General Rule shall be lodged in the Record Office of the Commission, and the person lodging same shall bring in two Schedules of such deeds and documents, one of which will be returned to him receipted by the Keeper of Records.

The Solicitor to the Commission, the Examiners, and the Registrar have authority to lodge any deeds or other documents in the Record Office.

The Examiners shall have also authority to order the delivery of documents lodged, on an undertaking to return the same being given, or finally, but the Examiner shall, if he thinks necessary, direct notice of an application for such order to be given.

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The Keeper of Records is not, save as aforesaid, to deliver any deeds or documents except by Order signed by a Commissioner.

32. Abstracts of title should be lodged, at furthest, within one month after any advance has been sanctioned in the matter.

Abstracts to be lodged within one month.

33. The rulings on title and directions for searches when given and signed by the Examiner shall be transmitted to the solicitor for the vendor, and any requisitions thereon must be discharged on personal attendance in the Examiners' office, and the mode in which each requisition is discharged shall be entered in the rulings and in the title-book. If the costs of any affidavit or other document are to be allowed on taxation, the Examiner or Assistant Examiner shall so certify on the back of such document. No person except an officer of the Commission, shall write upon the rulings, and in each case the draft requisition for searches shall be settled and signed by the Examiner or Assistant Examiner and shall be in Form 17.

Rulings on Title.

34. Before making any application under sec. 14, sub-sec. 1 of the "Land Law (Ireland) Act, 1887," for payment of advances into the Bank of Ireland, the solicitor for the vendor shall attend before an Examiner with the affidavit of occupancy, a certificate that the requirements of Rule 85 as to arrears of interest have been complied with, the Accountant's certificate of the lodgment of any portion of the purchase-money to be provided by the purchasers, the certificate of the entry on the register of guarantee deposits as regards any guarantee deposits to be lodged in cash, and such other documents and evidence as the Examiner may require. The Examiner shall thereupon ascertain that all necessary preliminaries to the making of the advances have been complied with, and that the holdings could forthwith be vested in the purchasers, and he shall issue a certificate or report to that effect, and shall state therein if he has any reason to believe that the parties are not entitled *prima facie* to carry out the agreements for sale, and any other matter which should be brought under the notice of the Commissioner. The application to the Commissioner shall then be made on notice to all appearanco parties or other persons whom the Examiner may direct, and shall be grounded upon the Report of the Examiner, the Originating Statement, the Rulings on Title, if issued, and any other evidence tending to show the nature and particulars of the vendor's estate in the lands, and the charges affecting the same. No order for payment into the bank will be made until there is an order for the apportionment or redemption of any head rent issuing out of the lands, unless the sale be subject to the head rent, or the owner of such head rent be a consenting party. As soon as an order for payment into the bank has been made, the solicitor who obtained such order shall be personally bound to forthwith prepare the Draft Vesting Orders and take all necessary steps to have them completed.

Payment into Bank of Ireland, under sec. 14, sub-sec. 1, of Act of 1887.

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Settlement of Draft Vesting Orders.

35. As soon as the queries on title have been discharged and the result of the searches ascertained, or as soon as an order has been made under Rule 34, the solicitor for the vendor shall proceed to prepare the drafts of the Vesting and Charging Orders, and lodge the same in the Examiners' Office. When six or more of such Vesting Orders are in common, or partly common form a precedent shall be settled, and so much of the drafts as are common to all shall be printed. If the Vesting Orders are of a fee simple estate, and without complications, they shall be in Form 18, and in other cases they shall be in such form as the Examiner shall direct. The Draft when prepared shall be settled by an Examiner or Assistant Examiner, and when finally settled shall be submitted to the Commissioner, and his directions taken as to the making of such orders.

Draft of Conveyance and Charging Order.

36. Draft Conveyances, when permitted, shall be lodged in the same manner as Draft Vesting Orders and attached to every Draft Conveyance shall be a Draft of a Charging Order in Form 19, or in such other form as the Examiner shall direct.

Engrossment of Conveyances and Charging Orders.

37. The drafts when settled shall be returned to the solicitor who lodged them for the purpose of having the deeds and charging orders executed by the necessary parties, and the charging orders shall be engrossed without erasures or interlineations. Where sales are carried out to more than three tenants of lands held under a common title, the conveyances and charging orders shall, in so far as they are in a common form, be printed, unless the Commissioner otherwise direct.

The deeds, when perfected, together in each case with a copy thereof engrossed on strong paper, shall be lodged with the Solicitor to the Commission. The deed and copy should be engrossed bookwise, the former on parchment and the latter on strong paper, of uniform size.

Maps on Conveyances and Vesting Orders.

38. No maps shall be endorsed upon conveyances or vesting orders, except where the maps of such holdings have been prepared in, and are attached to any conveyance or order made in the course of proceedings in the Landed Estates Court, Ireland, or Land Judge's Court; in which case copies of such maps may be placed upon such conveyances or vesting orders, by the Ordnance Survey Department; and such maps shall be referred to in the conveyance or vesting order, and shall, in the case of a vesting order, be sealed therewith.

Evidence of occupancy to be given before making of Advance.

39. Contemporaneously with the lodgment of engrossments of all Conveyances and Vesting Orders, there shall be lodged an Affidavit verifying the occupancy of the several tenant purchasers named in such Conveyances or Vesting Orders. The Affidavit shall be in Form 20, and shall be made by the vendor, his agent, or some person who, from local knowledge, is capable of deposing to the facts therein stated.

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40. All vesting orders and the copies thereof shall be printed or partly printed and partly written in such manner as the Commissioners may from time to time direct. Any portion of a vesting order that is not printed shall be fairly and legibly written, and no erasures, interlineations, or blanks shall be permitted. Printing and execution of Vesting Orders.

When the vesting orders have been approved of by the solicitor for the vendor and the Solicitor to the Commission has been satisfied that the requirements of the Commissioner have bssn complied with, and that the vesting orders have been duly examined and certified, they shall be presented to the Commissioner for signature.

41. When the vesting orders are about to be executed (unless the advances have been already paid into the Bank of Ireland), or in the case of proceedings by conveyance, as soon as the conveyances have been perfected and all necessary preliminaries complied with, the Solicitor to the Commission shall prepare and certify the necessary direction for the final making of the advances, and the same, when countersigned by an Examiner, shall be laid before the Commissioner. Making of advances.

42. As soon as the registry of deeds and judgmsnt searches shall have been made and all acts appearing on them explained, a draft final schedule of incumbrances shall be brought in by the solicitor for the vendor and settled by the Examiner. The schedule shall show all charges which, having regard to the abstract of title, and the result of the searches, shall appear to affect the lands, or to be a lien upon or payable out of the purchase-money; and the charges shall bs placed in such order of priority as may appear to be in conformity with the *prima facie* rights of the parties; and shall also show, as nearly as can be ascertained, the sums due for principal, and such schedule shall also state the names of the several persons who may be entitled to the surplus fund after payment of charges. In preparing and settling such schedule regard should be had to the directions in the Appendix hsreto. The final schedule shall be settled as regards all the lands comprised in the originating statement unless the Commissioner otherwise directs, in which case the lands as regards which the schedule is settled must be accurately set forth at the head thersof. Draft final Schedule of Incumbrances.

The schedule of incumbrances shall be on writing large post paper with parchment back, and shall be in Form 21. After it has been settled by an Examiner it shall be filed in the Examiners' office.

43. If in the special circumstances of any case it shall appear safe and expedient, the Commissioners may dispense with the lodgment of a final schedule of incumbrances. In such case the solicitor for the vendor shall, unless the Commissioner otherwise directs, publish a Final Notice to claimants to be settled by the proper officer in Form 22 with such variations as may be necessary, and before applying for payment he shall lodge an Allocation Schedule showing the payments to be made. Final Schedule of Incumbrances may be dispensed with in special cases.

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Final notice to Claimants.

44. Contemporaneously with the filing of the schedule of incumbrances a final notice to claimants shall be prepared by the solicitor for the vendor, and settled by the Examiner; it shall follow Form 23 with such additions as the nature of the case may require, and shall be in every case served on the following classes of persons unless otherwise directed :—

1. All persons named as creditors or claimants on the schedule.
2. All persons who have lodged deeds, subject to lien.
3. All persons who have entered appearances in the matter.

It shall also be served on such other persons and shall be published in such newspapers as may be directed.

Objections to final schedule.

45. Any person may file an objection to the schedule within the time specified in the notice, which objection shall state the facts and documents relied on in support thereof, and shall be verified by the affidavit of the objector, or, if the Commissioner allows, of his solicitor. Notice of every objection must be served at the time of the filing thereof on the solicitor for the vendor, and on the persons affected thereby; and on the hearing of the schedule such objections shall be heard and disposed of.

Vouching services of final notice to Claimants.

46. Two days at the least before the day appointed for the hearing, the solicitor for the vendor shall attend at the Examiners' office for the purpose of vouching the services and publications of the notice, and shall produce a certificate of any objections filed, and the receipt of the Keeper of Records for the lodgment of the Registry of Deeds, and judgment searches made in the matter.

Payments before schedule ruled.

47. After the searches have been brought in and examined, the Commissioner may make an order for any payment which he thinks may be safely made, although the schedule of incumbrances shall not have been brought in or settled, but the costs of an application for such payment shall not be allowed against the fund unless the Commissioner specially directs.

Legacy duty.

48. Payment of a legacy shall not be made until proof of the payment of legacy duty thereon be given, or unless an order for payment of such duty to the proper officer be made. In any special case, payment of money or transfer of stock to any person may be ordered on his giving sufficient security to abide any order which the Commissioner may afterwards make in relation thereto.

Payment to trustees.

49. When money is payable to trustees, payment may be deferred until the full number of trustees shall exist according to the provisions of the instrument creating the trust.

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50. The rulings of the Commissioner made on the hearing of a schedule may be entered on the schedule in a column reserved for that purpose, but the Commissioner shall, at the instance of any party interested, cause to be prepared an order in conformity with such ruling, which shall be entered in the "Order Book." The schedule so ruled shall not be taken out of the Examiners' office without permission of a Commissioner. Rulings on schedule.

51. An "Appearance Book" shall be kept in which any person claiming to be interested in any estate or holding, the subject-matter of any proceedings, shall be at liberty personally, or through his solicitor, to enter an appearance for the purpose of being served with notices, and the address therein stated may be altered by him from time to time; and any person so appearing may withdraw his appearance. The appearance may be either general or special in order that the person appearing may have notice of any particular proceeding to be therein specified, but in cases proceeding by conveyance special appearances for the purpose of giving consents or otherwise binding the party only may be entered. A certificate of appearances shall be produced to the Commissioner upon the hearing of any motion upon notice, in order that the Commissioner may ascertain whether the proper parties have been served with such notice. Every person entering or withdrawing an appearance or altering his address for service, shall give notice thereof in writing to the solicitor for the vendor, and no second or other appearance by any person, with regard to the same matter or estate, shall be permitted until the previous appearance be withdrawn. Appearances.

The name and registered address of the solicitor for the vendor shall be entered upon the Record of Proceedings. Should the vendor desire to change his solicitor, the new solicitor shall serve notice of the change upon the solicitor whose name appears upon the Record, and upon all parties who have entered appearances in the matter, and thereupon the Officer shall alter the name upon the Record to that of the new solicitor.

52. Any vendor or purchaser who has made or joined in any application to the Commission, and any person who has entered a general or special appearance in a matter, may be served with any order or notice in the matter through the Notice Office of the Land Commission; and any person who has filed an objection or served a notice of motion, may be served in the same manner with any order or notice having relation to such objection or notice of motion; and any person who has been served with a conditional order, and against whom such order has been made absolute, may be served in the same manner with any order or notice. Except in the cases aforesaid, any person whom it may be necessary to serve with any order or notice must be served personally or at his residence, unless the Commissioner authorizes some other mode of service. Service "at the residence" must be at the residence where the party is residing at the time, and should be upon the wife, husband, father, mother, son, daughter, Service how to be effected.

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brother or sister, or domestic servant of the party intended to be served. The person to whom the document is delivered must be of the age of sixteen years or upwards, and must be requested to give such document to the person for whom the same is intended. Service at a place of business is not service at the residence.

In the case of orders, sealed documents, and notices signed by an officer of the Court, the original should be shown unless it shall appear that such a course would be impracticable from the fact that parties residing far apart had to be served within a limited period.

Documents for service through the Notice Office to be lodged there.

53. Where any notice or order is served through the Notice Office, the certificate of the proper officer, that such notice or order was duly transmitted by post, shall be proof of service. Every person requiring to have any document served shall lodge in the said office as many stamped and directed envelopes as may be necessary for the transmission thereof; and, in the case of a notice of motion, shall lodge three copies for the use of the Commission. All documents for service must be lodged in the said office before two o'clock on the day of service, or before twelve o'clock if such day be a Saturday. It shall be the duty of the officer to compare and check the address given at the foot of each notice with that on the envelope, and to enter in a book a minute of his having posted such documents; and there shall be endorsed or written on every document so lodged for service, the name and address of every person on whom it is required to be served, and if a solicitor, the name of his client, and the number of parties so served. All notices of which six or more copies are required shall be printed, and a copy of every notice or other document transmitted through the Notice Office shall be filed.

Solicitor responsible for notices.

54. Whenever any document shall be lodged in the Notice Department for the purpose of being served, the solicitor shall certify and be responsible for the correctness of such document, and whenever it shall be found to be incorrect, the solicitor shall not be allowed the costs of the same.

Notices of motion.

55. No notice of motion shall be moved until after the expiration of two clear days from the service thereof, or where the services are to be made in the country, until after the expiration of four clear days.

Consent of married woman.

56. When any married woman, not entitled for her separate use, joins in or consents to any application to the Commission, the Commissioner shall before making an order be satisfied that such married woman is aware of the nature and effect of the application, and that she freely consents thereto, and for this purpose an appointment shall be made with the solicitor for her attendance before the Commissioner, for the purpose of being examined, or the Commissioner may, at his discretion, appoint

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some solicitor to make such examination, who shall for that purpose be furnished by the vendor's solicitor with a copy of the application; and the solicitor so appointed shall certify to the Commission that he has made such examination, and the result thereof, and his certificate shall be verified by affidavit.

57. Any person desiring to show cause against a Conditional Order must enter an appearance, and serve on the vendor's solicitor and the solicitor for the person on whose application such Order was obtained, a notice of cause referring to any affidavit or other document on which he relies, and unless the solicitor for the person at whose instance such order was obtained, shall, within the time specified in the Conditional Order, or within four days thereafter, serve a notice of motion to make the same absolute, the person showing cause may cause a rule to be entered in the Registrar's office allowing his cause; and on such rule being entered the cause shall be deemed to be allowed, and the party showing cause may proceed to tax his costs of resisting such Conditional Order; but if no cause be shown within the time specified, or if the cause be disallowed, the solicitor for the person who obtained the order shall attend in the Registrar's office to prove the services of the Conditional Order, and that no cause has been shown, or that the cause has been disallowed, and thereupon the Registrar shall, except in the case of an order for attachment, proceed to make up the absolute order. Cause against Conditional Order.

58. Any application by either landlord or tenant for a partition, exchange, or division of land held by tenants in common, or rundale or intermixed plots, under sec. 11 of the Purchase of Land (Ireland) Act, 1885, shall be in writing on foolscap paper with proper margin, and verified by affidavit and filed in the Examiners' Office. It shall state:— Partition or Exchange.

The names and addresses of the several tenants of the land so held in common or rundale or intermixed plots.

The Ordnance Survey name and gross acreage of such land.

If the original letting was not a joint letting, when and how the holding came to be so held.

The terms of the original letting of such land by the landlord and the amount of the gross yearly rent payable.

The several tenants now paying the said rent, and in what proportions.

On the lodgment of any such application the Commissioner may appoint one or more surveyor or surveyors to inspect the lands and divide the same into convenient and separate holdings, to apportion the gross rent payable out of the entire lands on such apportioned holdings, and to state the tenants' names of such holdings and the apportioned rents to be thenceforth payable by them.

On lodgment of the surveyor's report and scheme for partition in the office of the Land Commission notice thereof shall be given to the owner, the several tenants, and all such other persons as the Commissioner shall direct, in Form No. 24.

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If no application be made to the Commissioner within fourteen days from such notice, or within such further time as the Commissioner shall direct, to vary or amend the said report and scheme for partition, and if it shall appear expedient to the Commissioner, the same shall stand confirmed and a final order for partition shall be made in accordance with such report and scheme or in accordance with any order amending the same.

Each tenant entitled to a partitioned share will be entitled to a duplicate of the partition order.

Such orders shall be lodged and settled in the same manner as vesting orders, and shall be signed by the Commissioner and sealed.

Apportionment of Crown or Quit-rents, rents, rent-charges, and annuities.

59. Applications for the apportionment of crown rent, or quit-rent, for the apportionment of rent under the 72nd section of the Landed Estates Court Act, and for the apportionment of any annuity or rentcharge shall be made by verified statement of facts, following Forms 25, 26, and 27, respectively, with such variations as the circumstances may require. Such statements of facts shall be fairly written on post paper, with sufficient margin, and shall be filed in the Registrar's Office. They shall in all cases be accompanied by an Ordnance map, showing the entire lands out of which the rent, rentcharge, or annuity is payable, and the portions between which it is proposed to apportion the same, a certificate of the tenement valuation and (in the case of applications for the apportionment of crown rent or quit rent) the consent of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues to the proposed apportionment. The documents shall then be laid before a Commissioner, who shall make such order or direct such notices to be given as he shall think fit.

The map lodged for the purposes of the sale should be adopted when suitable.

Redemption of rents, rent-charges, and annuities.

60. Applications for orders for the redemption of any rent, rentcharge, or annuity, or of any apportioned part thereof shall, if made by the person entitled thereto, be made by motion on notice to the vendor in the matter, and if made by such vendor shall be made on notice to the person in the receipt of such rent, rent-charge, or annuity. Service must also be made on such other persons as would appear to be affected by such redemption. If the rent be payable to the Land Commission and a motion for its redemption be found necessary, notice should be served upon the Superintendent of the Church Property Department.

Request to appoint Arbitrator.

61. When the Land Commission shall have ordered the redemption of any rent, rentcharge, or annuity, or any apportioned part thereof, unless the price be agreed upon between the parties, or the determining of it referred to the Land Commission within fourteen days from the date of such order, or within such further period as the Commissioner shall direct, the person who applied for such order, shall serve upon the other party a request in writing to appoint an arbitrator following Form 28.

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62. The submission to an Arbitration Court and the appointment of the arbitrator or arbitrators and umpire shall be in Form 29, or in accordance therewith, and shall be fairly written upon foolscap paper, with sufficient margin, and be lodged in the Registrars' Office before the first sitting of the Arbitration Court. It shall be the duty of the officer receiving such submission to arbitration to see that the signatures thereto are proved by affidavit. Submission to Arbitration Court.

63. The award shall be on foolscap paper, with sufficient margin, and shall follow Form 30 as nearly as the circumstances of the case shall admit, and should determine who is to bear the costs of the arbitration. When either party desires the award of a Court of Arbitration to be recorded, he shall within ten days from the making of such award serve notice on the opposite party of his intention to apply to the Court for such purpose. As soon as the Commissioner orders the award to be recorded it shall be filed in the Registrars' Office together with the submission. Award.

64. Applications for requisitions of the Land Commission for the apportionment of land improvement and drainage charges by the Commissioners of Public Works shall be made to the Examiner. The Solicitor for the vendor shall prepare and submit to the Examiner a statement showing the area and denomination of the lands sold, subject to the charges mentioned. The Examiner will check the same and in proper cases give the necessary requisitions. The Board of Works certificate and the map will also be required. Apportionment of Land Improvement and drainage charges.

65. Applications for the apportionment of tithe-rentcharge payable to the Irish Land Commission, and of fixed annual instalments payable in lieu thereof, shall be made in Forms Nos. 31 and 32, and shall be lodged in the Church Property Department of the Commission. Apportionment of tithe-rentcharge and instalments in lieu thereof payable to the Commission.

66. Applications for the apportionment of tithe-rentcharge payable to persons other than the Land Commission, shall be made by verified statement of facts following Form No. 33 with such variations as the circumstances of the case may require. Such statements shall be written and filed in the same manner as statements of facts for the apportionment of rent, but in each case a fair copy shall also be lodged, and the officer receiving it shall transmit the same to the Superintendent of the Church Property Department for his report. The documents shall be then laid before the Commissioner in the same manner as statements of facts for the apportionment of rent. Apportionment of impropriate tithe-rent-charge.

67. Applications for the redemption of tithe-rentcharge payable to persons other than the Land Commission shall be made by motion on notice to the person in receipt of such rentcharge or to the vendor in the matter, as the case may be, and to Redemption of impropriate tithe-rent-charge.

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such other persons as would appear to be affected by such redemption.

Application to pay into Bank Redemption Money of Tithe-rentcharge, &c

68. An application under Sec. 20 of the Purchase of Land (Ireland) Act, 1891, for an order that the redemption money of any tithe-rentcharge, annuity, rentcharge or rent, or any apportioned part thereof ordered to be redeemed, pursuant to the provisions of the Land Purchase Acts, may be paid into the Bank of Ireland, and for orders consequent thereon, may be made at the time of making, or at any time after, the order for such redemption, and the Commissioner shall thereupon give such directions, cause such inquiries to be made, notices to be given, or publications made as he may think fit. Such applications may be made by the vendor of the lands sold, or by the person or persons *primâ facie* appearing entitled to such redemption money, or the Commissioner may, if he thinks it expedient, make such order without any application, and for the purpose of such payment may direct such sale or sales of the guaranteed land stock issued in respect of advances in the matter as may be necessary.

Payment and Investment of Redemption money

69. When a rent, rentcharge, annuity, or impropriate tithe-rentcharge has been ordered to be redeemed, whether with or without previous apportionment, the redemption money shall be paid out of any guaranteed land, stock or capital representing the proceeds of the lands sold available for that purpose. If the party entitled to such rent, rentcharge, annuity, or tithe-rentcharge is not in a position at once to obtain an order for the payment to him of the redemption money the same shall be paid into the Bank of Ireland to such credit as the Commissioner may direct. When the redemption money has been so paid into the Bank of Ireland the person theretofore in receipt of such rent, rentcharge, annuity, or tithe-rentcharge should apply to have the money invested, and to have the dividends paid to him. Such application should be grounded upon an affidavit setting forth how long he has been in receipt of the rent, rentcharge, annuity, or tithe-rentcharge, and in what capacity. Application for the payment of redemption money in cases where the claimant has not already shown title should be grounded upon an affidavit setting forth concisely but accurately his title, and the particulars of all incumbrances affecting his interest. The Commissioner will then either make an order for payment or give such further directions as may be necessary. Owners of rents, rentcharges, annuities, and impropriate tithe-rentcharges may, whenever they are selling land under the Land Purchase (Ireland) Acts, 1870 to 1891, include in the Abstract of Title any such rents, &c., which are held under a common title with the lands.

Appointment of Trustees under the 64th and

70. Applications for the appointment of Trustees under sections 64 and 66 of the Landed Estates Court Act shall be grounded on a statement of facts as in Form No. 34, with such modifications as the circumstances may require.

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Such statement shall be verified by affidavit, and shall be accompanied by a copy of the instrument creating the trusts, and by any consents or other documents necessary to support the application. 66th sections of the Landed Estates Court Act.

The statement, fairly written on post paper with a sufficient margin, shall be filed in the Registrar's office; the documents shall then bo laid before the Commissioner in the matter for directions.

71. Applications for the appointment of Trustees under the 13th section of the Purchase of Land (Ireland) Act, 1885, the 23rd section of the Land Law (Ireland) Act, 1887, and the 19th section of the Purchase of Land (Ireland) Act, 1891, shall be made by motion on notice, as in Form 35, grounded on affidavit, as in Form 36, with such modifications as the circumstances require, and evidence of the fitness of the proposed Trustees, and of their consent to act, must in all cases be given. Appointment of Trustees for purposes of the Settled Land Act, 1882.

The persons to be served with notice of any such application shall in the first instance be the Trustees (if any) and the Tenant for Life if not the applicant.

The Commissioner may require notice of any such application to be served upon such persons as he thinks fit, and may give all necessary directions as to the persons to be served and such directions may be added to or varied from time to time as the case may require. The Commissioner may in any particular case upon such terms (if any) as he thinks fit, dispense with service upon any person upon whom, under this rule, notice of any application is to be served.

72. Application by vendor or purchaser for a Decree for specific performance shall be hy motion on notice to the other party, and if such application be by the vendor, the Notice of Motion shall be served personally on the purchaser unless the Commissioner shall otherwise direct. Specific performance.

73. When any holding is sold by or at the suit of the Land Commission, the purchaser may at any time within one month after the execution of his Conveyance or Vesting Order obtain by side-har Motion an order for the Sheriff to put him in possession of such lands or any part thereof. Such order shall be in Form 37, and shall be grounded on an Affidavit in Form 38, with such variations as the nature of the case may require. Any purchaser requiring an order for possession after the expiration of the said period must apply to a Commissioner for such order. The Commissioner may, if it shall appear to him expedient, make an order under the provisions of this Rule hefore the execution of the Conveyance or Vesting Order, and notwithstanding that the purchaser has not made any demand of possession. Writ of possession.

74. Where any person who (if not under disability) might have made any application (other than an application to sell or purchase an estate or land), given any consent, done any act, or been party Practice in cases of disability.

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to any proceedings before the Commission, shall be a minor, idiot, lunatic, or married woman, the guardian, committee of the estate, or husband respectively of such person, may make such application, give such consent, do such act, and be party to such proceedings as such person respectively if free from disability might have made, given, done, or been party to, and shall otherwise represent such person for the purpose of such proceedings; but a married woman entitled for her separate use (with or without power of anticipation) shall be deemed a *feme sole*.

Provided always that where there shall be no guardian or committee of the estate of any such person as aforesaid being infant, idiot, or lunatic, or where any person the committee of whose estate if he were an idiot or lunatic would be authorized to act for and represent such person for the purposes of such proceedings, shall be of unsound mind or incapable of managing his affairs, but shall not have been found idiot or lunatic under an inquisition, it shall be lawful for the Commissioner to appoint a guardian of such person for the purpose of any such proceedings, and from time to time to change such guardian, and, where fit, to appoint a person to act as the next friend of a married woman for the purpose of any such proceedings, and from time to time to remove or change such next friend, and the order appointing any person to act as guardian or next friend of a person under disability, shall be served on such guardian or next friend, and all notices and orders subsequently served upon such persons, shall be deemed to have been duly served upon the party so under disability.

Holding in two Counties.

75. When a holding is situated in more than one county the Land Commission, having regard to the area and value of the holding, shall determine and state in the order vesting such holding in the purchaser, or in the charging order securing the advance, in which county such holding shall be deemed to be.

Subpœnas.

76. Summonses for the attendance of witnesses and production of documents before the Land Commission shall be in Form No. 39, and shall be signed by the Registrar or Assistant Registrar.

Certificate of sum due in respect of annuity.

77 A Certificate of the Land Commission, under the 20th Section of the Land Law (Ireland) Act, 1887, shall be in Form No. 40.

Questions of law to be determined by a Judicial Commissioner.

78. Where any person requires to have a question of law heard and determined by the Judicial Commissioner, he shall lodge a requisition in Form 45, stating clearly and concisely the question of law and the facts and circumstances under which it arises; and where any Commissioner desires to submit any question of law for the hearing and determination of the Judicial Commissioner, he may by order refer the proceedings before him to the Judicial Commissioner, or, in a case signed by him, state the question of law

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he requires to have determined. Such requisition order or case shall be lodged in the Registrar's Office, when the matter will be listsd; and the Commissioner in whose chamber the matter is pending shall give such directions as to the service of notice as he may deem necessary.

79. Any appeal from the decision of a Commissioner acting alone shall be brought by notice of motion within fourteen days from the date of such decision. The notice of appeal shall state the name of the Commissioner whose decision is appealed against, and whether the appeal is on a question of law only, and shall be served upon all parties directly affected by the appeal, and it shall not be necessary to serve parties not so affected; but the Judicial Commissioner may direct notice of the appeal to be served on all or any parties to the proceedings, or upon any person not a party, and in the meantime the Court may postpone or adjourn the hearing of the appeal upon such terms as may be just, and may give such judgment and make such order as might have been given or made if the persons served with such notice had been originally parties. Any notice of appeal may be amended at any time as the Judicial Commissioner may think fit. Additional evidence may be used on the hearing of the appeal when an order giving liberty to do so has been made on a special application for that purpose to the Judicial Commissioner. Appeals from decision of one Commissioner.

80. Any affidavit to be used before theLand Commission may be sworn before a Commissioner or other person duly authorized for taking affidavits in any Superior Court, or before any Justice of the Peace, and as regards affidavits sworn out of the United Kingdom, may be sworn before any person authorized by the Supreme Court of Judicature (Ireland) Act, 1877; and shall before being used be filed in the Land Commission. Affidavits.

Whenever any affidavit or document purports to be signed by a marksman, his signature shall be witnessed by some person who shall certify by writing under his hand and declare on oath that the document was duly read over to such marksman, and that he appeared to fully understand the same, unless the person taking the affidavit shall so certify in the Jurat.

All persons authorized to take Affidavits in Ireland for the Court of the Land Commission, shall certify in the Jurat of every Affidavit taken by them that they know either the Deponent himself or some person named in the Jurat who certifies his knowledge of the Deponent.

Interlineation or erasure shall, as much as possible, be guarded against in Affidavits, but should such be unavoidable, the same shall be fully detailed in the Jurat.

All Affidavits shall be expressed by the Deponent in the first person, and drawn up in paragraphs and numbered.

All Affidavits required for the purposes of the Commission, in matters pending before the Land Judges of the Chancery Division, are to be filed in the Land Judges Court, and attested copies are to be produced.

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All other Affidavits are to be filed in the Affidavit Office of the Commission.

Certified copies.

81. Certified copies of documents required for the Land Commission shall be made in the office and certified by an officer of the proper department. Such copies shall (save where otherwise provided) be charged for at the rate of three half-pence per folio of seventy-two words; provided that the minimum charge shall be 3*d*. All payments for copies shall be denoted by Land Commission stamps.

No certified copy shall be issued without the leave of a Commissioner of any Abstract of Title or document connected therewith, or of any Conveyance to a Tenant, or vesting order, except as provided by these Rules; nor shall a certified copy of an Agreement for Sale between vendor and purchaser be issued without the like leave except to the vendor or purchaser or their respective solicitors.

Production of documents.

Attendance of Officers of Land Commission.

82. If any person requires the production of any deed or document in the custody of the Land Commission on the trial of any action, or the hearing of any Civil Bill, cause, or matter, or in any other legal proceedings, civil or criminal, and it is necessary that an officer of the Land Commission should attend to produce the same, application should be made to a Commissioner. The Secretary, or in his absence, the Keeper of the Records, shall arrange what officer shall attend.

Filing of documents.

83. All Consents, Undertakings, Objections, and Notices of Cause, shall be fairly written on foolscap paper, with suitable margin, and filed in the Examiners' Office.

Advances not exceeding three-fourths of price.

84. When the advance applied for does not exceed three-fourths of the price to be paid for the holding, the Commissioner shall not make any order vesting the holding in the purchaser, nor make the advance, until the purchaser shall have lodged to such account as the Commissioner may direct the balance (being not less than one-fourth) of the price of the holding when such balance is payable in cash.

Payment of Interest on purchase money.

85. Before making any advance, the Commissioner shall be satisfied that any interest payable upon the purchase money, over and above one half year's interest, has been paid, satisfied, or released.

Advances.

86. Advances in guaranteed land stock shall be made of pounds only, and shall not include shillings and pence.

Orders.

87. All Orders, except Vesting Orders, Charging Orders, and Partition Orders, shall be entered on the Order Book, and

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all rulings of the Commissioners which do not take the form of Orders shall be entered on the Adjudication Book, but the Commissioner shall, at the instance of any party interested, cause to be prepared an Order in conformity with such Ruling. All such Orders and Rulings shall be signed by the Registrar or Assistant Registrar.

88. All applications to a Commissioner shall be made to him in person, or in such manner as each Commissioner shall from time to time prescribe; and in the taxation of costs counsel's fees shall not be allowed unless the Commissioner shall specially certify therefor. Applications to Commissioners. Counsel's Fees.

All letters on official business, other than letters to the Solicitor of the Commission, must be addressed to the Secretary, Irish Land Commission, Merrion-street, Dublin, and not to a Commissioner or other officer of the Commission.

89. Guarantee deposits shall be made of pounds only and shall not include shillings or pence. Guarantee Deposits.

90. No guarantee deposit in cash shall be received unless accompanied by a privity in Form 41. Application for such privity shall be signed by the party lodging the guarantee deposit, or his solicitor, and the privity shall be signed by the proper officer in the Examiners' office, entered on the Record of proceedings, and transmitted to the Accountant. Privity for lodgment of Guarantee Deposit.

91. A register shall be kept in the Accountant's office of all guarantee deposits, stating the names of the persons entitled to them, the names of the persons entitled to receive the interest thereon, and the lands to which they apply, and the securities (if any) in which they are invested. Register of guarantee deposits.

92. When a guarantee deposit is lodged in cash, the Accountant shall register it in the name of the person whose name appears in the privity, and the interest shall be payable to him from the date of such lodgment; in all other cases the interest shall be payable from the date from which interest on the advance is charged. Registration of guarantee deposits lodged in cash.

93. When in any matter pending before him, the Land Judge authorizes the retention of a guarantee deposit, such deposit shall be registered in the title of the matter pending in the Land Judge's Court, and the interest thereon shall be paid in such manner as the Land Judge may from time to time by order direct. Registration of guarantee deposits in matter pending before Land Judge.

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Registration of guarantee deposits in other cases.

94. In all cases not otherwise provided for, the guarantee deposits shall be registered in the title of the matter until the Commissioner shall direct in whose name they are to be registered, and to whom the interest shall be paid, and such direction shall where practicable be given when the funds are being allocated.

Certificate of entry on Register of guarantee deposits.

95. The Accountant may upon the application of any person entered upon the Register as entitled to or interested in a guarantee deposit, or of his solicitor, or by leave of a Commissioner, upon the application of any other person, issue to such person a certificate of the entry on the Register.

Assignment of guarantee deposits.

96. Any person becoming entitled to or interested in any guarantee deposit other than in respect of cases pending before the Land Judge, may apply to the Commissioner for a ruling to have his rights as regards such guarantee deposit entered upon the Register, and he shall thereupon lodge an attested copy of such ruling with the Accountant, who shall enter a minute thereof on the Register.

Investment of guarantee deposits.

97. Applications for the investment of guarantee deposits shall be made on notice to all parties interested therein. All such investments shall be made in the name of the Irish Land Commission, and the expenses of and incident to such investments shall be paid or provided by the applicant.

Certificate of Register of entry on guarantee deposit to be produced on motion

98. Upon all applications concerning guarantee deposits standing to the credit of matters, the certificate of the entry on the Register of guarantee deposits should be produced.

Payment of interest on guarantee deposits.

99. The dividends on the guaranteed land stock retained for guarantee deposits and the interest or dividends on guarantee deposits otherwise invested, shall be payable immediately after the respective dates upon which the Land Commission shall receive such interest or dividends, and shall on the occasion of the first payment after investment be calculated from the date of such investment. From such first payment there shall be deducted (if not otherwise provided) the expenses of and incident to the investment. The sums so deducted, together with any interest which shall have accrued to the date of the investment, shall be retained by the Land Commission as uninvested guarantee deposits. All payments of interest on guarantee deposits shall be made by negotiable orders to be transmitted to the person or persons entered on the Register as entitled to receive such interest.

Investments.

100. The Commissioners may from time to time by order appoint Stockbrokers to the Commission. Any such Stock-

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broker may be suspended or removed by order of the Commissioners; and such Stockbrokers shall discharge their duties in such order or rotation or otherwise as may from time to time be ordered by the Commissioners.

Whenever an order shall be made for the purchase of stock or securities with money standing to the credit of the Land Commission, the price shall not be paid to the Broker until he shall have transferred to the credit of the Land Commission stock or securities equal in value to the money to be invested, deducting his commission; and whenever an order shall be made for the sale of stock or securities standing to the credit of the Land Commission, the same shall not be transferred until the Broker shall have lodged in bank to the credit of the Land Commission the price thereof, deducting his commission.

Death of, or Assignment by Purchaser during proceedings.

101. In every case where a Purchasing Tenant dies or assigns his interest after an agreement has been entered into, but before the vesting order or conveyance has been executed, the solicitor for the heir-at-law, devisee, or assignee, as the case may be of the purchaser, or the solicitor for the vendor, should attend before the Examiner, and prove the title of the person entitled to the benefit of the contract for sale, and that such person is in occupation of the holding, and thereupon the Examiner may either himself take the direction of the Comissioner (such direction to be endorsed on the Agreement for Sale) as to the person in whom the holding is to be vested or to whom the Conveyance is to be made, or he may direct a motion to be made on the subject.

Death of Vendor during proceedings.

102. If the vendor dies during the course of the proceedings no further steps should be taken until an order of the Commissioner has been obtained continuing the proceedings.

Redemption of annuity.

103. If any person liable to pay any annuity to the Land Commission desires to redeem his annuity or any part thereof, he shall apply to the Secretary for information on the subject.

Solicitor to attend in person.

104. Solicitors shall attend in person on the following occasions:—

(*a.*) On all Motions before a Commissioner.

(*b.*) On discharge of Requisitions on Title.

(*c.*) On vouching Final Schedules of Incumbrances.

Town Agent and registered apprentice or clerk.

105. In any of the above cases, however, where a solicitor is unavoidably absent, he may be represented by his town agent, being a registered solicitor, or by his own or his town agent's registered apprentice, or competent registered clerk.

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For the purposes aforesaid, any solicitor desirous of employing an apprentice or clerk for transacting business, shall sign a certificate, stating the name of such apprentice or clerk, and that he is a fit and competent person to transact such business, and undertaking to be responsible for the acts of such apprentice or clerk in the ordinary transaction of business. Such certificate shall be in Form 42, and on being produced to the Keeper of Records the same shall be entered in a book to be called "The Clerks' Registry Book," and such apprentice or clerk shall be considered as the representative of the solicitor for the purpose of the proceedings until the same shall be revoked by such solicitor; such revocation shall be entered in "The Clerks' Registry Book."

Every solicitor shall be responsible to the Court for the acts of his registered apprentice or clerk in the ordinary transaction of business.

Every registered apprentice or clerk shall be bound, if called upon so to do by any officer of the Court, to produce a certificate of his registration, signed by the Keeper of Records in Form No. 43.

Suspension of solicitors.

106. Any solicitor may be suspended or prohibited from practising before the Commission by order of a Commissioner.

Duties of Officers.

107. When any rule or order, whether included in the Rules dated the 5th December, 1887, the 17th December, 1889, or the directions issued the 20th January, 1890, or the present rules, shall direct that any act shall be done or duty discharged by any officer, the same may be done or discharged by any other officer or clerk whom a Commissioner may for the purpose appoint.

Costs.

108. In the absence of any special agreement between a solicitor and his client, the costs of Agreements for Sale (excluding the expenses of negotiating the terms of sale), of the Originating Statement, Vesting Orders, Conveyances, Appointment of Trustees, and applications to decree specific performance, shall be taxed according to the First Part of the Schedule of Fees in the Appendix hereto, and all other costs of proceedings in relation to the Purchase of Land shall be taxed according to the Schedule of Fees now in force in relation to proceedings before the Land Judges, so far as such Schedule shall be applicable to the same or analogous proceedings, save so far as the same is varied by the Second Part of the Schedule of Fees in the Appendix hereto, and shall otherwise be taxable according to the Schedule of Fees for the same or analogous proceedings in force before the making of the General Order of 16th April, 1884, pursuant to the Solicitors' Remuneration Act, 1881, as amended by Schedule 2 to the said General Order. Such costs shall be taxable by the proper officer of the Land Commission on notice to such persons as the Examiner shall certify.

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The Examiner shall certify on the back of the Abstract of Title whether the whole or any and what portion of the costs thereof should be allowed, and such allowance shall (unless otherwise expressed in the certificate) refer as well to the readings as to the abstract itself. The officer taxing such costs shall have regard to such certificate unless it be varied by the Commissioner.

Every Incumbrancer shall have, with his demand, his costs properly incurred, unless the Commissioner shall otherwise direct

The Commissioners shall have full power and discretion as to the giving or withholding costs and expenses, and as to the persons by whom and the funds out of which the same shall in the first instance or ultimately be paid, repaid, or borne, and may apportion the same amongst such parties and in respect of interest, rents, or income, and principal, or corpus, as they shall see fit.

Where in cases of proceedings by Vesting Orders, preliminary expenses have been incurred in the negotiation of the terms of sale, the Commissioners shall have power, where they think fit, to allow as part of the costs in the matter such sum to cover the expenses of such negotiations as they shall consider reasonable.

In all cases in which the Commissioner shall award costs to any party, he may, by order, direct payment of a sum in gross in lieu of taxed costs, and also direct by and to whom such sum in gross shall be paid; and in any case in which costs are directed to be paid by any order, and the same shall be subsequently taxed or ascertained, the party entitled to such costs may, upon production of such order and certificate of taxation, have an order entered for the payment of such costs.

109. When the Commissioner has given permission that a sale may be carried out by means of Conveyance, the vendor shall not be bound (unless the agreement shall otherwise provide) to furnish to the tenant any Abstract of Title or copies of Deeds relating to lands sold, but the solicitor for the tenant may, at the cost and expense of the tenant, obtain from the Land Commission copies of the Abstract of Title, Deeds, and rulings, or Title, if he desires to peruse the same on behalf of his client.

110. When a tenant desires that any Agreement for Sale, Conveyance, or Vesting Order shall be approved of by a solicitor on his behalf, such solicitor shall be entitled to charge the tenant for such approval, including all attendances and perusals incident thereto, a fee of 10*s.* 6*d.* where the purchase-money shall not exceed £500, and a fee of £1 1*s.* where the purchase-money exceeds £500.

111. In these Rules, unless the context otherwise requires, the expressions "Commission" and "Land Commission" shall Definitions.

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mean the Irish Land Commission; and the expression "Commissioner" shall, when used in connection with the duty of sanctioning advances, mean one of the Commissioners appointed under the provisions of the Purchase of Land (Ireland) Act, 1885, and when otherwise used shall mean Commissioner, whether appointed under the Land Law (Ireland) Act of 1881, or under the Purchase of Land (Ireland) Act, 1885, to whom the matter for the time being stands referred; and the expression "Land Purchase Acts" shall be held to include the several Acts which it is declared by Section 42 of the Purchase of Land (Ireland) Act, 1891, may be cited as the Purchase of Land (Ireland) Acts, 1870 to 1891; and the expression "Court" shall mean the Court of the Irish Land Commission. All other expressions shall have the same meaning as is assigned to them by the Purchase of Land (Ireland) Act, 1885, the Land Law (Ireland) Act, 1887, and the Purchase of Land (Ireland) Act, 1891, or the Acts therein referred to.

EDMUND T. BEWLEY.

S. J. LYNCH. FREDK. WRENCH.

JOHN GEORGE MACCARTHY. GERALD FITZGERALD.

Seal of the Irish Land Commission.

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APPENDIX.

FORM 1.

ORIGINATING STATEMENT.

COURT OF THE IRISH LAND COMMISSION.

LAND PURCHASE (IRELAND) ACTS, 1870 to 1891.

In the matter of the Estate of *A.B.* a Vendor of Land.

The statement of the said *A.B.* of in the County of

SHOWETH:

1. That the said *A.B.* is owner of the lands described in the First Schedule hereto, which lands are held by the tenure therein stated, and are subject only to the charges incident to such tenure and drainage or land improvement charges therein set forth, and that he is now and has been in possession of and in receipt of the rents and profits of the said lands since the year 18 .

If there are more vendors than one their respective estates and interests must be specified.

Variation where the Vendor is Tenant for Life.

1. That the said *A.B.* is owner as tenant for life of the lands described in the First Schedule hereto, which lands are held by the tenure therein stated, and are subject only to the charges incident to such tenure, and drainage or land improvement charges therein set forth, and that he is now and has been in possession of and in receipt of the rents and profits of the said lands since the year 18 .

That of is entitled to the next estate in the said lands in remainder expectant upon the determination of the said life estate.

That of and of are Trustees *with power of sale of the said lands* under the (*a*) dated the day of 18 (*b*).

(*a*) Settlement or Will.

(*b*) Here describe instrument.

(*If there is no power of sale, and the Trustees were appointed for the purposes of the Settled Land Act, state so.*)

Variation where the Vendors are Trustees for Sale.

1. That the said *A.B.* and *C.D.* are owners as trustees for sale of the lands described in the First Schedule hereto, which lands are held by the tenure therein stated, and are subject only to the charges incident to such tenure and drainage or land improvement charges therein set forth, and that they are now and have been in possession of and in receipt of the rents and profits of the said lands since the year 18 , and that the persons beneficially entitled to the proceeds of the sale thereof are (*c*).

(*c*) Here state names and addresses, and as far as possible the respective shares of the parties.

Variation where the Vendors are Trustees with power of Sale.

1. That the said *A.B.* and *C.D.* are trustees with a power of sale of lands described in the First Schedule hereto with the consent in writing of *E.F.* of in the county of , which lands are held by the tenure therein stated, and are subject only to the charges incident to such tenure and drainage or land improvement charges therein set forth. That the said *E.F.* is owner as tenant for life (*or otherwise*) of the said lands, and has been in possession of and in receipt of the rents and profits of the said lands since the year 18 . That of is entitled to the next estate in the said lands in remainder expectant upon the determination of the said life estate.

2. The said *A.B.* became entitled as such owner as aforesaid under the dated the day of 18 . (*d*).

(*d*) Here state when and under what instrument or how he became entitled.

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3. That all the charges and incumbrances (other than the charges hereinbefore referred to) affecting the said lands are fully set forth in the Second Schedule hereto.

(a) Here state the names of persons (if any) excepted, and the names and addresses of, as the case may be, the Guardian of Infant, Committee of Lunatic, or Husband of Married Woman.

4. That there are not any proceedings depending in any Court of Justice in relation to the said lands or any part thereof or to the receipt of the rents and profits thereof and that no person interested therein is an infant, idiot, lunatic, or married woman save (*a*).

5. That the said *A. B.* has contracted for the sale of (*or contemplates selling*) the said lands or some parts thereof under the Land Purchase (Ireland) Acts, 1870 to 1891 (*and requires the title to the residue of the said lands to be investigated for purposes of registration under the "Local Registration of Title (Ireland) Act*, 1891.")

If there are charges to be redeemed.

(b) Or other charges.

6. That it is proposed that the *Quit and Crown Rents and Tithe Rent Charge* (*b*) in the First Schedule stated or the apportioned parts thereof shall be redeemed out of the purchase money.

If Head Rent is to be apportioned.

That it is proposed that the *Fee Farm Rent* of £ in the said First Schedule mentioned and which is payable out of the lands of intended to be sold and the lands of not intended to be sold shall be apportioned.

7. And the said *A. B.* desires that this statement shall be received by the Irish Land Commission as the basis for carrying out the said intended sales, and that he may have such further aid and relief incidental to such sales as the nature of the case may require, according to the judgment of the Court.

Signature of Vendor, ———

First Schedule referred to in the foregoing Statement.

Denominations (Ordnance Names), Barony and County.	Tenure by which the Lands are held.	Quantity of Land, Statute measure, in each denomination.	Charges incident to the Tenure to which each is liable, viz.:—Head rent, Quit or Crown Rent, Tithe Rentcharge and Impropriate or Lay Tithe, and Drainage or Land Improvement Charges.	Total number of Tenants on each denomination.	Total of Rents payable by Tenants on each denomination.	Tenement Valuation of each denomination.	Observations.
		A. R. P.			£ s. d.	£ s. d.	

Signature of Vendor, ———

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If the root of title to any denomination is a Conveyance or Declaration of Title by the Incumbered Estates Court, Landed Estates Court, or Land Judges' Court, the date of such Conveyance or Declaration of Title should be given in the observation column. If the Lands are not held in Fee Simple, the date and particulars of the Grant or Lease under which they are held should be given with the name and address of the person now entitled to receive the head rent.

Second Schedule referred to in the foregoing Statement.

Date of Incumbrance.	Name and exact Address of Incumbrancer.	Particulars of Incumbrance.	Sum due for Principal.	Arrears of Interest or Annuity to last gale day.	Special circumstances (if any) relating to each Incumbrance.
			£ s. d.	£ s. d.	

Signature of Vendor, ———

This Schedule should state concisely the manner in which the charge was created, whether by will, settlement, mortgage, judgment, or otherwise, and by whom. If the Incumbrances have been consolidated this should be stated, and any special circumstances, such, for example, as the terms on which an Incumbrance may be paid off or an annuity redeemed, or any exemption of a portion of the premises from the whole or any portion of the Incumbrance, or the liability of any other property or of any person to pay any Incumbrance, whether in exoneration of the premises or otherwise. If there are Incumbrances on the life estate they should be stated separately, thus:—1st part, Incumbrances on the Fee; 2nd part, Incumbrances on the Life Estate.

Affidavit.

I, *A.B.*, the Vendor (*or one of the Vendors*) make Oath and say:—

That I have read the foregoing Statement and the Schedules annexed thereto, and I say that the said Statement and Schedules are true and correct in every particular to the best of my knowledge, information, and belief.

Sworn, &c.

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FORM 2.

NOTICE AND REQUISITION TO COMMISSIONERS OF WOODS, FORESTS AND LAND REVENUES.

COURT OF THE IRISH LAND COMMISSION.

LAND PURCHASE (IRELAND) ACTS, 1870 TO 1891.

Record No.

In the Matter of the Estate of a Vendor of Land. } Take notice, that an originating statement has been this day filed affecting the lands specified in the schedule hereto, and that sales of such lands may be carried into effect by vesting order. This notice is given in order that if such vesting order would be prejudicial to the rights of Her Majesty or Her Successors, you may cause an appearance to be entered by your solicitor in the said Court, and in the said matter, and direct a motion to be made therein, for the purpose of giving full protection to the rights of Her Majesty and Her Successors. I have to request that you will be good enough to state, for the information of the Court, on the duplicate sent herewith, whether the particulars of the rents payable to Her Majesty in respect of such lands are correctly specified in the said Schedule, and return the same to the Examiner at your earliest convenience.

Dated this day of 189 .

Solicitor for the Vendor.

To ——————

Receiver of Quit Rents,

——— Dublin.

Schedule referred to in the foregoing Notice.

Denominations.	Area, Statute Measure.	County.	Barony.	Quit Rent.	Crown Rent.	Title under which Lands are held from the Crown.	Original Grantee.	Particulars of last payment of Quit Rent.
	A. R. P.			£ s. d.	£ s. d.			

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Form 3.

Requisition to Board of Works.

Heading and Title as before.

Sir,—An originating statement having been this day filed affecting the Lands in the annexed Schedule named, I have to request that you will be good enough to state for the information of the Examiner, so far as you can, the amount of such charges (if any), as affect the said lands under the following Acts, or any of them, viz.:—

Land Improvement, .	10 Victoria, c. 32, and Acts amending the same.
Arterial Drainage, .	5 and 6 Victoria, c. 89, and Acts amending the same.
Piers and Harbours, .	9 and 10 Victoria, c. 3, and Act amending the same.
Relief of Distress, .	43 Victoria, c. 4.
Land Law (Ireland) Act, 1881, . .	44 and 45 Victoria, c. 49, section 19.

Dated day of 189 .

Solicitor for the Vendor.

To

The Accountant of Board of Works.

The Solicitor having Carriage of Sale is to fill up the first three columns of the annexed Schedule, and is to be responsible for its accuracy.

Schedule.

County _____

Barony _____

The Schedule referred to in the foregoing Requisition.

Name of Townlands on Ordnance Survey.	No. of Ordnance Sheet on which Lands are shown.	Name of Owner of Land.	Date of Instrument creating charge.	Nature of Instrument.	Acts under which Charges created.	Total Amount of Charges now due.	Observations.
						£ s. d.	

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Form 4.

Requisition as to Tithe Rent-charge

Heading and Title as before.

An originating statement having been filed this day affecting the lands described in the Schedule hereto, the Superintendent of the Church Property and Collection Department will please state the particulars of the Tithe Rent-charges payable in respect of the said lands.

Dated this day of 189 .

Solicitor for the Vendor.

SCHEDULE.

To be filled in by Solicitor.

Barony of

County of

To be filled in by Church Property and Collection Department.

Denominations (Ordnance Survey names only).	Area. A. R. P.	Tenure of Owner.	Annual Ecclesiastical Tithe Rent-charge. £ s. d.	Fixed Annual Instalments in lieu of Tithe Rent-charge. £ s. d.	Annual Impropriate Tithe Rent-charge. £ s. d.	Names of Lay Impropriators as stated in Apportionment Book.	Date of Certificates of Apportionment.	Average Amount of Poor Rate for last Five Years.	Observations.

N.B.—The Ordnance Sheet and Certificate of Tenement Valuation should be lodged with this Form. If the Townlands be

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Form 5.

Notice of Filing of Originating Statement.

Heading and Title as before.

Sir,—Take notice that on the day of 189 , an Originating Statement was filed on behalf of the said vendor affecting lands in the Barony of and County of , and that your name appears therein as entitled to [*here state whether an incumbrance, head rent, estate tail in remainder, or otherwise; also whether in the capacity of owner, agent for another, receiver, or otherwise*], and that your postal address is stated to be , to which address will be sent, as long as the Commissioner shall consider it necessary for the due protection of your rights, a notification of the conditional sanction of all advances in respect of sales of the said lands to the tenants, and such other notices in reference thereto as the Commissioner may direct. And further take notice that if no application to the contrary be made by you, by motion to the Commissioner upon notice to me, within fourteen days from the date of such notification, the sales will be completed in due course without further notice to you.

Dated this day of 189 .

Solicitor for the Vendor.
[Registered address.]

To

N.B.—Should your name or address be incorrectly stated above, you should fill up the annexed form and transmit it at once to the Land Commission. Should you desire the notification to be sent to a solicitor on your behalf, or that you should have notice of all further proceedings, you should instruct your solicitor to enter an appearance for you, and have the notifications sent to him.

.....

Heading and Title as before.

I request that you will have the register amended as follows, in respect of the matters referred to in the Notice of Filing of Originating Statement served on me.

Name at present registered.	Name of person to whom notifications are to be sent
Postal address at present registered.	Postal address within the United Kingdom.
	If above person be an agent, state name of principal.

Dated this day of 189 .

(Signature.)

To the Secretary,
Irish Land Commission,
24, Upper Merrion-street, Dublin.

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Form 6.

General Notice to Claimants.

Heading and Title as before.

An Originating Statement having been filed on the day of 189 , affecting the lands of , containing , situate in the Barony of and County of , held . All parties objecting to the sale of such lands to the occupying tenants thereof are hereby required to take notice of the filing of such Originating Statement; and all persons having claims on the said lands may appear in the said matter.

Dated this day of 189 .

Examiner.

Solicitor for the said Vendor,
street, Dublin

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Form 7.

Memorandum for the Registry of a Lis Pendens.

To the Registrar of Judgments. (*Under* 7 & 8 *Vic.*, *c.* 90.)

Sir,—The following Memorandum or Minute contains the particulars of a Lis Pendens in the Court of the Irish Land Commission, which I require to be Registered pursuant to the Statute.

Name of Solicitor with the name of the Party for whom he is concerned. _____

Name of the Person whose Estate is intended to be affected thereby.	Usual or last known place of Abode of such person.	Title, Trade, or Profession of such Person.

In the Court of the Irish Land Commission.

Land Purchase (Ireland) Acts, 1870 to 1891.

Title of the Matter,

Record No.

In the Matter of the Estate of

a Vendor of Land.

Date of Filing Originating Statement, the day of 189 .

I certify that the Lis Pendens described in the above Memorandum or Minute is now in existence.

Dated this *day of* 189 .

To the Registrar of Judgments

Examiner.

No. *Received on the* *day of* 189 .

☞ It is requested that this Memorandum may be filled up in legible writing, and free from erasures, otherwise it cannot be received in the Registry of Judgments Office.

G. 7.

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FORM 8.

AGREEMENT FOR SALE BETWEEN VENDOR AND TENANT.

COURT OF THE IRISH LAND COMMISSION.

Impressed or Postage Stamp of value of 6d.

If Postage Stamp be used the party who first signs the Agreement must write his name or initials and the date across the Stamp.

An Agreement made the____day of_____189__ between_____of_____, the Vendor of the holding described in first part of the Schedule hereto, and_____of _____, the Tenant in occupation of the said holding.

1. In case the Irish Land Commission shall advance the sum of £_____guaranteed land stock to the said Tenant for the purchase of the said holding, the said Vendor will sell and the said Tenant will purchase the same,_____

_____

at the price of £_____*which sum is to include all expenses incidental to the purchase.*

2. *The balance of the purchase money is to be paid as follows :—*
*By a Cash Payment by the Tenant to the Vendor of £*_____
*By a Mortgage bearing £*____*per cent. Interest, for £*_____

(b) Here insert the rate of interest agreed upon.

3. The said Tenant shall, from the date of this Agreement, discharge all outgoings and pay to the said Vendor Interest at the rate of £ (b)_____per cent. per annum on his purchase money or the part thereof remaining unpaid, until the same shall be paid or advanced to or for the benefit of the Vendor, such interest to be payable half-yearly, and the first payment to be made at the expiration of six months from the date hereof, unless the said purchase money shall have been so previously paid or advanced. Provided, however, that if the purchase money is paid or advanced upon a day other than one of such half-yearly days, all interest due up to the day of such payment or advance shall be paid.

See Directions endorsed.

4. The said_____will when called upon provide a Guarantee Deposit of £_____being not less than one-fifth of the price of the said Holding.

5. The Sale shall be carried out by means of a Vesting Order.

6. The Lodgment of this agreement with the Irish Land Commission is to be deemed an application by the Tenant for an advance pursuant to the Land Purchase (Ireland) Acts, 1870 to 1891, to be repaid as is by the said Acts provided.

7. In case the Irish Land Commission refuse to make an advance, or if this agreement cannot be carried out for any other reason, the said Tenant shall be liable to the said Vendor for the rent of the said holding as if this agreement had not been made, and any payment that shall have been made by the said Tenant to the said Vendor in respect of interest on the said purchase money shall be deemed to be a payment on account of such rent.

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SCHEDULE.

Insert opposite nature of the Estate to be sold by the Vendor to the Tenant, *i.e., either Fee Simple*, (or) *the interest under Fee Farm Grant dated the day of* to , (or) *the interest under Lease dated the day of* 18 , *for* years.	County of Barony of Electoral Division	If the advance does not exceed ⅒ of the price, this column need not be filled in

Reference to Map.	Ordnance Survey names of Townlands (each on a separate line).	Area Statute Measure of the portion of each Townland to be sold.	Tenement Valuation	Rent paid by Tenant.	Tenure of Tenant and particulars of fixing of rent if a Judicial one. (See directions endorsed as to the filling in of this column.)	Average annual amount payable by Landlord for past 5 years for Poor Rate.
		A. R. P.	£ s. d	£ s. d		£ s. d
		First Part.—Description of Holding.				Like for Grand Jury Cess. £ s. d.
	Second Part—Additional land sold under the "Purchase of Land (Ireland) Amendment Act, 1889"			N.B.—These lands must not exceed 10 acres statute measure in area, unless the tenement valuation be £10 or under. If the lands are not separately valued the apportionment valuation should be given.		Like for Tithe Rent-charge, if sale be subject to it, *but the redemption of Tithe Rent-charge is essential unless a special case be made to the contrary.* £ s. d

Signature of Vendor,
Postal Address,
Signature of Tenant,
Postal Address,

The words in Italics may be struck out unless the Tenant is a Marksman.

I have witnessed the said Tenant signing as above (*and I certify the above application has been read and explained to him in my presence*).

Witness is to sign here

(a) Fee-farm Grant, Lease, or Agreement as the case may be, see if not, state in whose possession.

I, the before named Tenant, make oath and say, as follows :—

1. That the particulars stated in the foregoing Schedule are true, to the best of my knowledge and belief.

2. I reside on and have been in the occupation of the said holding, and paying the rent therefor since the Year 18 , and I hold the same as Tenant, as in the said Schedule is stated (*and the said* (*) *is in my* (*) *possession*).

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3. There is not any person in occupation of the said holding as Tenant or otherwise save as mentioned in the following Schedule :—

If there are no under-tenants fill in the word "none" where marked * * *

Names of the Persons in occupation as under-tenants or otherwise.	Area in Statute Measure.			Rent (if any) payable by such occupiers.			When payable.	Tenure or nature of occupancy.
	A.	R.	P.	£	s.	d.		
* * *								

4. There is not any charge or incumbrance affecting my interest in the said holding save those specified in the following Schedule :—

If there are no incumbrances, fill in the word "none" where marked thus * * *

Schedule containing particulars of Mortgages, Charges created by deposit of Lease or otherwise, or Charges in favour of the Commissioners of Public Works in Ireland affecting the Tenant's interest in the Holding.					
Date.	Name and Address of Incumbrancer.	Particulars of incumbrance, Mortgage, or otherwise.	Principal Sum due.		
			£	s.	d.
	* * *				

5. I have not obtained from or (except by this Agreement) applied to the Irish Land Commission for an advance of any sum for the purchase of any land,* _____

_____

_____

* If the Tenant has previously applied for any loan write "save a loan of £ &c.," giving the particulars.

SWORN before me this _____ day of _____ 189__

at _____

_____

in the County of _____ and I know the Deponent,

the whole of the foregoing agreement and affidavit having been first read over to the said _____

by† _____ *and*

the said _____ *appeared*

perfectly to understand the same, and made h mark

thereto in my presence.

The words in italics may be struck out unless the Deponent be a Mavkaman.

† State by whom.

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If the Tenant wishes to be represented in the proceedings by a Solicitor, here insert the name and address of such Solicitor :—

Name,——— *Address,*———

Directions as to the Preparation of the Agreement and Affidavit.

The Agreement and Affidavit must be neatly and accurately prepared, without any blanks, and all clauses not applicable to the case must be struck out, otherwise the Agreement cannot be received.

When females are parties to the Agreement they must be described either as "spinster," "widow," or "wife of A.B."

The price, the advance, and the guarantee deposit must be in pounds only.

When it is intended that the Tenant shall bear the costs of his Vesting Order the words "*which sum is to include all expenses incidental to the purchase*" should be struck out.

Clause 1. When additional land is being sold under the "Purchase of Land (Ireland) Amendment Act, 1889," insert after "purchase the same," "together with the additional land specified in the second part of the said schedule." Here also insert any rights of grazing, or turbary, or other rights which are appurtenant to the holding, and which are exercised over lands not included therein, *e.g.*, "together with such right of grazing and cutting turf as has heretofore been exercised by the said Tenant upon the bog on the lands of *Blackacre*, in the possession of the said Vendor; (*or if the bog be tenanted*) in the occupation of A.B." When the lands sold are held by the Vendor under Fee-farm Grant or Lease, any exceptions or reservations in such Grant or Lease should be here excepted, though the head-rent is to be redeemed. If the holding is to be sold subject to any annual outgoing theretofore paid by the Vendor, the fact should be here specified, *but the redemption of all outgoings will facilitate the sale.*

If the advance is of the whole purchase-money strike out clause 2.

If the advance does not exceed three-fourths of the purchase-money, or if the guarantee deposit is to be retained out of the advance, strike out clause 4.

In filling up the column headed "Tenure of Tenant," state whether the Tenant holds under Fee-farm Grant (giving date and parties), under Lease or agreement in writing (giving date, parties, and term), under a tenancy from year to year, or how otherwise. If the rent be a Judicial one, state the date at which it was fixed, and whether by a Sub-Commission, the County Court, or on a re-hearing, or on appeal, whether after a hearing, by consent, arbitration, agreement, or how otherwise.

The Agreement must be signed by both Vendor and Tenant, or by some person acting under power of Attorney. An Attorney should sign thus "A.B. by C.D. acting under power of Attorney," *Trustees, or limited owners selling under the provisions of the "Settled Land Act,* 1882," *must themselves sign the agreement.*

The person administering the affidavit should not be the Vendor, his agent, or solicitor, or the Tenant's solicitor.

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FORM 9.

AGREEMENT FOR SALE BETWEEN A VENDOR IN OCCUPATION AND HIS FORMER TENANT.

COURT OF THE IRISH LAND COMMISSION.

Impressed or Postage Stamp of value of 6d.
If Postage Stamp be used the party who first signs the Agreement must write his name or initials and the date across the Stamp.

An Agreement made the ____ day of _____ 189__ between _____ of _____ (a) _____ the former Landlord but now the Occupant of the lands described in first part of the Schedule hereto, and hereinafter called the Vendor, and _____ of _____ (a) _____, the former Tenant of the said lands, and hereinafter called the Purchaser.

(a) If the Vendor be the successor in title of the former Landlord, or the Purchaser be the personal representative of the former Tenant, so insert.

1. In case the Irish Land Commission shall advance the sum of £_____ [(b)] to the Purchaser for the purchase of the said lands, the Vendor will sell and the Purchaser will purchase the same, _____

_____

at the price of £_____ *which sum is to include all expenses incidental to the purchase.*

(b) Here insert "out of money available under the Land Purchase Acts of 1885 and 1888," or "guaranteed land stock."

2. *The balance of the purchase money is to be paid as follows:—*

By a Cash Payment by the Purchaser to the Vendor of £ _____

*By a Mortgage bearing £____ per cent. Interest, for £*_____

3. The said _____ will when called upon provide a Guarantee Deposit of £_____ being not less than one-fifth of the price of the said Holding.

See Directions endorsed.

4. The Sale shall be carried out by means of a Vesting Order.

5. The lodgment of this agreement with the Irish Land Commission is to be deemed an application by the Purchaser for an advance pursuant to the 13th section of the "Purchase of Land (Ireland) Act, 1891," to be repaid as is by the said Act provided.

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SCHEDULE

Insert opposite nature of the Estate to be sold by the Vendor to the Tenant, *i.e.*, *either Fee Simple, (or) the interest under Fee Farm Grant dated the day of 18 , (or) the interest under Lease dated the day of 18 , for years.*	County of Barony of Electoral Division	If the Advance does not exceed £5s of the price, this column need not be filled in.

Reference to Map.	Ordnance Survey names of Townlands (each on a separate line).	Area Statute Measure of the portion of each Townland to be sold.			Tenement Valuation.			Tenure of Tenant before determination of Tenancy. If under Fee farm Grant giving date and parties, and if under Lease or Agreement in writing, giving date, parties and term.	Average annual amount that would have been payable by the Landlord for past 5 years for Poor Rate, if the Tenancy had not determined.
		A.	R.	P.	£	s.	d.		£ s. d.
					Rent paid by Tenant at date of determination of Tenancy			Date at which former Tenancy determined.	Like for Grand Jury Cess: £ s. d.
					£	s.	d.	Date since which Vendor or his predecessor in Title has been in continuous occupation of the Lands.	Like for Tithe Rentcharge, if Sale be subject to it, *but the redemption of Tithe Rentcharge is essential unless a special case be made to the contrary:* £ s. d.
								How the former Tenancy was determined.	

The words in italics may be struck out unless the Purchaser is a Marksman.

Signature of Vendor, _____

Postal Address, _____

Signature of Purchaser, _____

Postal Address, _____

I have witnessed the Purchaser signing as above (*and I certify the above application has been read and explained to him in my presence*).

Witness is to sign here _____

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We, _____, the within-named Vendor, and _____, the within-named Purchaser, do severally make oath and say as follows:—

1. That the foregoing Agreement and the Schedule thereto are truly and accurately filled up, to the best of our knowledge, information and belief. That the said (a)_____, was Tenant to _____, the said (a)_____, as in the said Schedule is stated, from the year 18____, to the date of determination of the Tenancy stated in the said Schedule, and that such Tenancy determined in the manner in the said Schedule stated.

(a) Here insert the names of the Vendor and Purchaser, or their respective predecessors in title, as the case may be.

2. I, the said , the Vendor, for myself say that I am in exclusive occupation of the lands in the said Schedule described (b).

(b) If the Vendor is successor in Title of the former Landlord he should here so state.

3. I, the said , the Purchaser, for myself say that I have not obtained from or (except by this Agreement) applied to the Irish Land Commission for an advance of any sum for the purchase of any land (c).

(c) If the Purchaser has previously applied for any loan write "save a loan of £ , &c.," giving the particulars. If the Purchaser is personal representative of the former Tenant, he should so state, and make an exhibit of the Letters of Administration or Probate.

SWORN before me by the said_____, the Vendor, this_____day of_____189__ at_____
_____
in the County of_____and I know the Deponent.

SWORN before me by the said_____, the Purchaser, this_____day of_____189__ at_____
_____
in the County of_____and I know the Deponent, *the whole of the foregoing agreement and affidavit having been first read over to the said*_____ *by**_____ *and the said*_____ *appeared perfectly to understand the same, and made h mark thereto in my presence.*

The words in italics may be struck out unless the Deponent be a Marksman.

*State by whom

_____

If the Purchaser wishes to be represented in the proceedings by a Solicitor, here insert the name and address of such Solicitor:—

*Name,*_____ *Address,*_____

_____

Directions as to the Preparation of the Agreement and Affidavit.

The Agreement and Affidavit must be neatly and accurately prepared, without any blanks, and all clauses not applicable to the case must be struck out, otherwise the agreement cannot be received.

When females are parties to the Agreement they must be described either as "spinster," "widow," or "wife of *A.B.*"

The price, the advance, and the guarantee deposit must be in pounds only.

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When it is intended that the Purchaser shall bear the costs of his Vesting Order the words "*which sum is to include all expenses incidental to the purchase*" should be struck out.

Clause 1. After "purchase of the same" insert any rights of grazing, or turbary, or other rights, which are appurtenant to the holding and which are exercised over lands not included therein, *e.g.*, "together with such right of grazing and cutting turf as has heretofore been exercised by the Purchaser upon the bog on the lands of *Blackacre* in the possession of the Vendor; (*or if the bog be tenanted*) in the occupation of *A.B.*" When the lands sold are held by the Vendor under Fee-farm Grant, or Lease, any exceptions, or reservations in such Grant, or Lease, should be here excepted, though the head-rent is to be redeemed. Also if the holding is to be sold subject to any annual outgoing theretofore paid by the Landlord, the fact should be here specified, *but the redemption of all outgoings will facilitate the sale.*

If the advance is of the whole purchase money strike out clause 2.

If the advance does not exceed three-fourths of the purchase-money, or if the guarantee deposit is to be retained out of the advance, strike out clause 3.

The Agreement must be signed by both Vendor and Purchaser or by some person acting under power of attorney. An attorney should sign thus, "*A.B.* by *C.D.* acting under power of attorney," *Trustees or limited owners selling under the provisions of the "Settled Land Act,* 1882," *must themselves sign the Agreement.*

The person administering the affidavit should not be the Vendor, his agent or solicitor, or the Purchaser's solicitor.

Form 10.

Heading and Title as before.

Upon application of Mr. , Solicitor for the said vendor, let it be referred to the Superintendent of the Ordnance Survey Department to survey the lands specified in the schedule hereto, and to furnish a map or maps on a suitable scale, and a report setting forth the names of the several occupying tenants, and the areas of their respective holdings, and also the particulars of the holdings of any sub-tenant of the said occupying tenants, and the names of such sub-tenants.

Dated this day of 189 .

Examiner.

Schedule.

Note.—Where whole townlands are to be surveyed the area need not be here stated, but if part only of a townland is to be surveyed the area of such part should be given. The barony and county should always be stated. The description in the schedule should correspond with that in the first schedule to the originating statement.

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FORM 11.

IRISH LAND COMMISSION.

Land Purchase Department.

REPORT OF INSPECTOR.

No. _____ County _____

No. of Field Book

Estate of _____

(a) Tenant _____

(a) Where there are two or more tenants of the same name in the same townland the Inspector should ascertain how they are generally distinguished. Any nickname by which one tenant is distinguished from another being set out in brackets after his name.

1. Reference to No. on Map.	2. Townland. (b)	3. Area in Statute Measure (c) A. R. P.	4. Tenement Valuation £ s. d.	5. Rent stated in Agreement. £ s. d.	(d) 6. Deductions. Average Annual Amount for preceding 5 years of Landlord's proportion of £ s. d.	7. Annual Value subject to variation by order of the Land Commission on application of Purchaser after Advance has been sanctioned £ s. d.	8. Price. £	9. Advance required. £	10. Annuity at 4 per cent. for 49 years. £ s. d.	(e) 11. Amount of Annuity at 80 per cent. of Annual Value for first 5 years and until revised on application. £ s. d.
					Poor Rate .					
					Co. Cess .					
					Total .					

(b) Where the Holding extends to more than one Townland, the separate areas in each Townland should be given.

(c) When satisfied as to the correctness of the Map and area, the Inspector should insert the correct area, separating areas held in severalty from areas held in common with other Tenants.

Where Tenants hold land in common or in undivided shares, the shares or proportions of such lands held by each Tenant should be stated.

1. Give a short description of the holding, and state the manner in which it is used and its present condition?
If a Pasture holding, state to what class it belongs, how much approximately is under grazing and how much under meadow, and what is the number and quality of the live stock. If a mixed or tillage holding, state approximately how much is in tillage, and how much in grass; what system of cultivation is followed; to what class the land belongs; what are the ordinary crops grown thereon, and the quality of the crops and quality and number of the live stock.

2. What is the character and present condition of the Buildings, and are they suitable to the holding?

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(d) If the advance does not exceed three-fourths of the Purchase Money, or if the advance is to be made under the Land Purchase Acts, 1885 and 1888, the deductions for Annual Value need not be made, and the amount of an Annuity at 80 per cent. of the Annual Value need not be given.

(e) If more than one person is returned as tenant, the respective interests should be stated.

If there are any other persons in occupation, whether as Labourers or otherwise, give the particulars in the Schedule endorsed hereon.

(f) The Inspector will see that the boundaries of each holding are correctly defined on the Map, if the boundaries are not correctly marked it will be his duty to correct the Map unless it appears to him that a Special Survey is necessary, all corrections should be marked in a colour different to that previously used for defining the boundary, and so noted by the Inspector on the corrected Map.

(g) If the Tenant is absent state here the name of the person representing him.

3. Is the tenant in occupation of the holding? (e)
   Does he reside thereon?
   If not, where does he reside, and is the holding a reasonable adjunct to the holding on which he resides?
4. Does the tenant appear to have adequate means to work the holding?
5. Is the holding in rundale or intermixed with others, and if so, to what extent would a Partition be expedient, having regard to proper cultivation or facility for resale?
6. What do you estimate to be the saleable value of the tenant's interest (if any)? If same has been the subject of sale during the last 20 years state the prices paid.
7. What do you estimate to be the full letting value of the holding as it stands?
8. Having regard to all the circumstances of the case, is the holding sufficient Security for the advance repayable by the annuity stated in column 10 or 11 as the case may be.
9. If not, state what amount in your opinion would be satisfactorily secured?
10. What arrears of rent were unpaid at the date of the agreement for sale, and how disposed of?
11. Are there any rights of Turbary now enjoyed by the Tenant as incident to his tenancy? If so, what does he pay therefor, and on what conditions? Do any other persons exercise rights of Turbary on this holding?
12. Are the boundaries correctly delineated on the Map? If not, state if a special survey is necessary. (f)

Dated this _____ day of _____ 189_____.

I certify that the boundaries of this holding are correctly defined on the Map signed by me, and as pointed out to me and admitted by

representing the Landlord and by the Tenant. (g)

_____ *Inspector.*

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REPORT AS TO AGRICULTURAL LABOURERS AND SUB-TENANCIES.

(h) The terms of Sec. 26 Sub-sec. (2) of the Purchase of Land (Ireland) Act, 1891, are as follows:—

"It shall be the duty of the Inspector appointed by the Land Commission to report whether the holding affords sufficient security for the advance applied for, to inquire into the condition in respect of house accommodation of every labourer employed on the holding and to report to the Land Commission accordingly."

(h) What is the condition in respect of house accommodation of every labourer, including herdsmen employed on the holding?

Was any application made to you on the occasion of your inspection by any labourer residing on the holding for improving any Existing Cottage, or building any New Cottage, or assigning to any cottage an allotment not exceeding half an acre?

SCHEDULE containing particulars of Labourers' Cottages, Allotments or Sub-lettings (if any) existing on the holding.

(N.B.—Where there are no Sub-lettings the word "none" should be written across the face of the Schedule.)

(i) If merely a house, indicate its situation by colour only, otherwise indicate by a letter defining boundary in a distinctive colour.

Reference to Map. (i)	Names of Persons in Occupation.	Contents Statute Measure.			Rent (if any) Payable by each Occupier.			When and how Payable.	Tenure of Occupier.	Observations.
		a.	R.	P.	£	s.	d.			

Dated this ——— day of ———————, 189—.

———————, *Inspector.*

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Form 12

Notice of Application to the Land Commission to determine annual value of holding.

Heading and Title as before.

I hereby apply to the Irish Land Commission to determine the annual value of my holding described in the Schedule hereto, pursuant to the 42nd section of the "Purchase of Land (Ireland) Act, 1891," and I ground such application upon my affidavit filed the day of 189 , an office copy of which is lodged herewith.

Dated this day of 189

Signature of Tenant, ———,

Postal Address, ———.

Schedule.

County of	Barony of Electoral Division of		
Ordnance Survey Names of Townlands (each on a separate line).	Area Statute Measure of the portion of each Townland.	Rent paid by Tenant.	Tenure of Tenant.
	A. R. P	£ s. d.	

Form 13.

Undertaking by Tenant to Purchase his Holding from the Irish Land Commission.

COURT OF THE IRISH LAND COMMISSION.

Land Purchase (Ireland) Acts, 1870 to 1891.

Record No. A.——

* In the Matter of the Estate of Owner;
Ex parte Petitioner.

I the Tenant in occupation of the holding described in the first part of the Schedule hereto, hereby propose and undertake as follows:—

1. In case the said Commission buy the Lands described in the said Schedule, I will purchase the same from them (excepting and reserving

* N.B.—If the Estate is not being sold in the Land Judges' Court, the Title of the Matter should be:—In the Matter of the Estate of a Vendor of Land.

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thereout all matters and things (if any), to be excepted and reserved out of the conveyance to them), [*here also insert any special exceptions, or any profits à prendre to be included in the sale, as being appurtenant to the holding, or any special conditions,*] for the sum of £———, to be paid as follows:—

By an Advance to be made by the said Commission to me, of £———, Guaranteed Land Stock.

By a Cash payment by me to the said Commission, of £———.

2. The Lodgment of this undertaking with the Irish Land Commission is to be deemed an application by me for an advance pursuant to the Land Purchase (Ireland) Acts, 1870 to 1891, to be repaid as is by the said Acts provided.

3. In case this undertaking be accepted I shall from the date upon which the Land Commission shall purchase the said lands discharge all outgoings and pay to them interest at the rate of 4 per cent. per annum on my purchase money, or the part thereof remaining unpaid, until the same shall be paid to, or advanced by, the Land Commission, such interest to be payable on such dates as the Land Commission shall determine.

SCHEDULE.

[*Same as that to Form* 8.]

Dated this day of 189 .

Signed by the Tenant in presence of } ——— Signature of Tenant, ———

Postal Address, ———

Description, ———

Examined, ——— Solicitor to Commission.

Accepted, ——— Commissioner.

day of 189 .

[*Here follows the Affidavit as in Form No.* 8, *changing the word "Agreement" to "Undertaking" in Paragraph* 5, *and in the Jurat.*]

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DIRECTIONS AS TO PREPARATION OF UNDERTAKING AND AFFIDAVIT.

The Undertaking and Affidsvit must be neatly and accurately prepared, without any blanks, and all clauses not applicable to the case must be struck out, otherwiss the Undertaking cannot be received.

When the Tenant is a female she should be described either as a "spinster," "widow," or "wife of A.B."

If the advance is of the whole purchase money, strike out the refersnoe to the cash payment; and if the Tenant does not require an advance strike out the reference to the advance and also clause 2.

The price and the advance must be in Pounds only.

Clause 1. Here insert any rights of grazing, or turbary, or other rights which are appurtenant to the holding and which are exercised over land not included therein:—*e.g.*, "together with such right of grazing and cutting turf as has heretofore been exercised by me upon the bog on the lands of *Blackacre* in the possession of A.B." Also if the holding is to be sold subject to any annual outgoing theretofore paid by ths Landlord, the fact should be here specified, *but the redemption of all outgoings will facilitate the sale.*

FORM 14.

APPLICATION by Tenant for an Advance to enable him to PURCHASE from the Land Judges.

COURT OF THE IRISH LAND COMMISSION.

LAND PURCHASE (IRELAND) ACTS, 1870 to 1891.

Record No. A——.

In the Matter of the Estate of Owner;

Ex parte.

Petitioner.

I, the Tenant in occupation of the holding described in the first part of the Schedule hereto, *have been declared the purchaser of the Lands in the said Schedule described for the sum of* £ [or] *intend to offer the sum of* £ *for the Lands in the said Schedule described when the same are put up for sale*, and I hereby apply to the Irish Land Commission to advance to me, pursuant to the said Acts, the sum of £ Guaranteed Land Stock, for the purpose of such purchase, which advance is to be repaid as is by the said Acts provided.

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SCHEDULE.

[*Same as in Form No.* 8.]

Dated this day of 189 .

Signed by the Tenant in presence of } Signature of Tenant, _____

Postal Address, _____

Description, _____

[*Here follows the Affidavit as in Form No.* 8, *changing the word "Agreement" to "Application" in Paragraph* 5 *and in the Jurat.*]

NOTE.—If the Estate is advertised for sale, this application should be sent in at least 21 days before the day of sale.

FORM 15.

PROPOSAL BY LANDLORD TO SELL AN ESTATE TO THE IRISH LAND COMMISSION.

COURT OF THE IRISH LAND COMMISSION.

LAND PURCHASE (IRELAND) ACTS, 1870 to 1891.

County _____

Barony _____

Electoral Division _____

If there are several townlands their names may be given in Schedule referred to here.

Townland, as known on Ordnance Survey Map } _____

Name of Landlord _____

Address of Landlord _____

I, _____, the above named Landlord, propose to sell to the Irish Land Commission for the sum of £_____, Guaranteed Land Stock, the above named Lands, the particulars of, and the tenancies on which are set forth on the annexed Rental, and I hereby undertake to pay to the Irish Land Commission the reasonable expenses incurred by them in connexion with the said Sale.

Dated this day of 189 .

Signature of Landlord _____

N.B.—This Application must be accompanied by undertakings on Form 13 from the requisite number of Tenants to buy their Holdings. The Land Commission cannot buy an Estate unless at least four-fifths in number and value of the Tenants are prepared to buy their Holdings.

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FORM 16.

NOTICE TO LODGE DEEDS, &c.

COURT OF THE IRISH LAND COMMISSION.

LAND PURCHASE (IRELAND) ACTS, 1870 to 1891.

Record No.——

In the Matter of the Estate of a Vendor of Land.

You are hereby required, within ten days from the Service of the Notice upon you, to inform me in writing, whether there are any, and if so, what Deeds, Leases, Counterparts of Leases, Maps, Surveys, Rentals, Statements of Title, or other Documents in your custody or power, relating to the Estate, the subject of the Originating Statement filed in this Matter, or to the charges thereon, namely—

(*Insert particulars.*)

And you are further required, within the same period, to lodge all such documents in this Court.

And you are hereby apprized, that if, having in your custody or power any such Documents, you refuse or neglect to comply with this Notice, and in consequence thereof an application to the Commissioner may become necessary, this Notice will be used to charge you with the Costs of such application.

Dated this day of 189 .

To

Solicitor for the Vendor.

FORM 17.

DRAFT REQUISITION FOR SEARCHES IN REGISTRY OF DEEDS OFFICE.

To the Registrar appointed by Act of Parliament for Registering Deeds, Wills, and so forth in Ireland.

I require (by the direction of the Irish Land Commission) to have an abstract of every memorial registered in the Office for Registering Deeds, and so forth in Ireland, of all acts appearing on a search on the index of names only, by A.B., from the day of 18 , to the day of 18 , by C.D., from the day of 18 , to the date of making the certificate upon this requisition, &c., to affect the lands of (*follow the rulings on Title*), excepting therefrom the memorials of the following deeds, viz.:—(*Here set out the exceptions consecutively numbered, stating the date and description of each instrument, the parties' names, the date of registration, the book, and the number*).

Dated this day of 189 .

G. H., Solicitor for the Vendor.

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FORM 18.

ORDER VESTING AND CHARGING A FEE-SIMPLE ESTATE.

COURT OF THE IRISH LAND COMMISSION.

LAND PURCHASE (IRELAND) ACTS, 1870 TO 1891.

Record No.

Before Mr. COMMISSIONER

day the day of One Thousand Eight Hundred and Ninety

In the Matter of the Estate of

a Vendor of Land.

It ie ordered by the Irish Land Commission pursuant to the powers vested in them by the Land Purchase (Ireland) Acts, 1870 to 1891, that the lands and hereditaments comprised in the holding described in the schedule hereto in the occupation of the purchasing tenant therein named (the annual value of which has been found to be the sum in the said schedule stated), with the appurtenances, do vest, and the same are hereby vested in the said tenant in fee-simple, enbject to and charged with the repayment to the said Commission of the sum specified in the said schedule, as having been advanced by them to the said tenant for the purchase of the said lands, with interest thereon, by the annuity in the said schedule stated (being eighty per cent. of the said annual valne), for the term of five years, from the First day of next, and thenceforth the same or such reduced or other annuity as may then or thereafter be substituted therefor, pursuant to the provisions of the 8th section of the "Purchase of Land (Ireland) Act, 1891," until the said advance with interest at the rate of three per cent. per annum shall have been repaid, each annuity or varied annuity to be payable by equal half-yearly payments, on each First day of May and First day of November, the first payment thereof to be made on the First day of next, and also charged with interest on the said advance, at the rate of three per cent. per annum, from the to the First day of next, and payable with the first instalment of the said annuity, but freed from all other charges.

SCHEDULE ABOVE REFERRED TO.

Name of purchasing tenant, _____

Postal address, _____

Description, _____

Annual value of holding, _____

Sum advanced to the said tenant for the purchase of his holding } _____

Annuity payable for first five years, _____

Description of holding—*That part of the lands of Blackacre, containing ten acres, two roods, and twenty perches, statute measure or thereabouts, and one undivided moiety of other part of the said lands of Blackacre, containing forty acres like measure or thereabouts, situate in the barony of Fermoy, and county of Cork, and in the occupation of the said tenant as tenant to the said Vendor, under lease, dated the 20th day of June,* 1867, *and made between the said vendor of the one part, and John Smith of the other part, for one life or twenty-one years.*

Signed and Sealed in presence of }

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Variation where the advance is not less than twenty times the annual value or does not exceed three-fourths of the price.

Omit all reference to the annual value.

Omit "five" in order, and "first five" in schedule referring to the term of the annuity, and in each case substitute "forty-nine." Omit from "and thenceforth" down to "varied annuity to be."

Form 19.

Charging Order.

Heading and Title as in Form 18.

Upon reading the within Deed the Court doth declare the holding by the said Deed granted charged, pursuant to the provisions of the said Acts, with the repayment to the Irish Land Commission of the said advance of
Pounds, with interest thereon by * an annuity of
(being eighty per cent. of the annual value of the said holding) for the term of five years, from the First day of next, and thenceforth the same or such reduced or other annuity as may then or thereafter be substituted therefor, pursuant to the provisions of the 8th section of the "Purchase of Land (Ireland) Act, 1891," until the said advance with interest at the rate of three per cent. per annum shall have been repaid, such annuity or varied annuity to be payable by equal half-yearly payments on each First day of May and First day of November, the first payment thereof to be made on the First day of
next, and also charged with interest on the said advance at the rate of three per cent. per annum from the date hereof to the First day of next, and payable with the first instalment of the said annuity.

Examiner.

*Variation at * where the advance is not less than twenty times the annual value or does not exceed three-fourths of the price.*

An annuity of for the term of Forty-nine years from the First day of next, payable by equal half-yearly payments on each First day of May and First day of November, the first payment thereof to be made on the First day of
next, and also charged with interest on the said advance, at the rate of three and one-eighth per cent. per annum from the date hereof, to the First day of next, and payable with the first instalment of the said annuity.

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Form 20.

Affidavit verifying Occupancy.

Court of the Irish Land Commission.

Land Purchase (Ireland) Acts, 1870 to 1891.

Record No.

In the Matter of the Estate of A.B., a Vendor of Land.

(a) Vendor, Agent, or other description.

I, of in the county of the (a) aged 16 years and upwards, make oath and say :—

No. 1. That the several persons named in the schedule to this affidavit have agreed to purchase their respective holdings in the townlands therein named for the respective sums therein stated.

No. 2. I know the said lands and the occupying tenants thereof, and I say that the said several persons in the said schedule named are still in the occupation of their respective holdings so as aforesaid purchased by them.

Sworn, &c.

Schedule referred to in the foregoing Affidavit.

Denomination (Ordnance Survey Names only to be given).	Name of Tenant Purchaser.	Address of Tenant Purchaser.	Purchase Money.

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Form 21.

Final Schedule of Incumbrances.

Court of the Irish Land Commission.

Land Purchase (Ireland) Acts, 1870 to 1891.

Record No.

In the Matter of the Estate of A.B., a Vendor of Land.

Schedule of Incumbrances and all claims on foot of Incumbrances affecting the Lands the subject of the Originating Statement filed the day of 189 .

Lodged the day of 189 .

Dates of making Advances, { 189 .
189 .

Total Amount of Advances, £

Total Amount of Guarantee Deposits retained, £

Amount available for Distribution, £

N.B.—Not more than three distinct charges should be inserted in one page, each charge should as far as practicable end with a page.

No.	Date.	Name, Addition, and Residence of Claimant.	Particulars of Demand.	Principal.	Rate per cent.	Interest to the day of 189 .	Costs.	Total due for Principal, Interest, and Costs.	Date of Fiat.	Date of signing Money Order.	Rulings of the Commissioner.
				£ s. d.		£ s. d.	£ s. d.	£ s. d.			

Form 22.

Final Notice to Claimants and Incumbrancers where lodgment of a Final Schedule has been dispensed with.

Heading and Title as before.

An Originating Statement having been filed affecting the Lands of containing situate in the Barony of and County of held and it appearing that the said Vendor is (a) absolutely entitled to the produce of the Sales of the said Lands; Take Notice that any person having any claim on the said Lands or the purchase money thereof, or objecting for any reason to the payment of such purchase money to the said Vendor is required to lodge an

(a) Subject to Quit Rent and Tithe Rentcharge, *or otherwise, as the case may be.*

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objection thereto, stating the particulars of his demand and duly verified, in my office, on or before day, the day of 189 , and to appear on the following day, the day of 189 , before Mr. Commissioner at his Chambsr, at 24 Upper Merrion-street, Dublin, at Eleven o'clock, in support of such objection.

Dated this day of 189 .

Examiner.

Solicitor for the said Vendor,

Street, Dublin.

Publish in papers, once in each

Dated day of 189 ,

Examiner.

FORM 23.

FINAL NOTICE TO CLAIMANTS AND INCUMBRANCERS.

Heading and Title as before.

Take Notice that the Schedule of Incumbrances affecting the Lands of formerly the Estate of the said Owner, has been lodged in my office, and any person having any claim not therein inserted, or objecting thereto, either on account of the amount or the priority of any charge therein reported as due to him or to any other person, or
or for any other reason, is required to lodge an objection thereto, stating the particulars of his demand and duly verified, at my office, on or before the day of 189 , and to appear on the following day, the day of 189 , at 11 o'clock, before Mr. Commissioner at his Chamber, No. 24 Upper Merrion-street, Dublin, when instructions will be given for the final settlement of the Schedule. And further Take Notice that any demand reported by such Schedule is liable to be objected to within the time aforesaid.

Dated this day of 189 .

Examiner.

Solicitor for the said Vendor.

Publish in papers, once in each

Dated day of 189 .

Examiner.

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Form 24.

Notice of Lodgment of Surveyor's Report and Scheme for Partition.

Heading and Title as before.

Take Notice that in pursuance of the Order in this Matter, dated the day of 188 , Mr. the Surveyor thereby appointed, has lodged in the Examiners' Office of the Irish Land Commission, 24, Upper Merrion-street, Dublin, his Report and Map with Scheme for Partition of the Lands of held , and further Take Notice that any person interested in said Partition, is at liberty to inspect the said Report, Map, and Scheme, and that if no application be made to the said Commission within fourteen days after the service of this Notice to vary or amend the said Report and Scheme for Partition the same shall stand confirmed, and a Final Order for Partition will be made in accordance with such Report, Map, and Scheme.

Dated day of 189 .

To

Solicitor for

Form 25.

Statement of Facts for the Apportionment of Crown Rents, and Quit Rents.

Heading and Title as before.

The Statement of Facts of the said *A. B.* sheweth ;—

1. That the lands named in the first schedule hereto are subject to the (*Crown Rents or Quit Rents as the case may be*), therein set forth.

2. That he the said *A. B.* is owner of and in receipt of the rents and profits of the lands set forth in the first part of the second schedule hereto, and pays the sum in the said schedule stated as and for his proportion of the said rent, and that such lands (*or part thereof*), are the subject of proceedings for a sale herein.

3. That *C. D.* of is Owner of and in receipt of the rents and profits of the lands set forth in the second part of the said second schedule, and pays the sum in the said second schedule stated as and for his proportion of the said rent.

4. That no apportionment of the said rent has been made.

5. That no person interested in the premises, or any of them, is an infant, idiot, lunatic, or married woman.

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6. That, save as aforesaid, there is not any suit or matter pending in any Court in relation to the said premises, or any part thereof, or in relation to the receipt of the rents and profits thereof.

7. The said *A. B.* prays that the said rent may be apportioned between the lands in the first and second parts of the said second schedule, in the manner in the said second schedule set forth, and that for such purpose such directions may be given, and orders made, as may be necessary.

8. That the Commissioners of Her Majesty's Woods, Forests, and Land Revenues have assented to such apportionment, as appears by the consent lodged herewith.

Dated this day of 189

Signed, *A. B.*

Where the Vendor is in possession of all the lands in the first schedule substitute for paragraphs 2, 3, *and* 4, *the following* :—

2. That he the applicant is owner of and in receipt of the rents and profits of the lands in the said first schedule set forth, and pays the (*Crown or Quit Rents*) in the said first schedule stated therefor.

3. That the applicant has sold the lands in the first part of the second schedule hereto mentioned (*or parts thereof*), under the Land Purchase (Ireland) Acts, 1870 to 1891, and proceedings for such sales are now pending in this Court. That he does not contemplate selling the lands set forth in the second part of the said second schedule.

4. That for the purposes of such sales it is expedient that the Crown or Quit Rent should be apportioned.

" *If it is proposed to redeem the apportioned part of the Quit Rent insert* :—

"The said *A. B.* prays for such apportionment with a view to the redemption of an apportioned part of the said rent."

First Schedule referred to in the foregoing Statement.

Denomination.	Area, Statute Measure.	County.	Barony.	Quit Rent.	Crown Rent.	Title under which Lands are held from the Crown.	Original Grantee.	Particulars of last payment of Quit Rent.
	A. R. P.			£ s. d.	£ s. d.			

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Second Schedule referred to in the foregoing Statement.

First Part—Land in the possession of the Vendor.

Reference to Map.	Denominations, Barony and County. Ordnance names to be given.	Area Statute Measure.	Annual Rental.	Tenement Valuation.	Amount of Crown or Quit Rent hitherto paid, or amount of apportioned part proposed to be payable in future.	Observations.
		A. R. P.	£ s. d.		£ s. d.	

Second Part—Land in the possession of the said *C. D.*

Reference to Map.	Denominations. Barony and County. Ordnance names to be given.	Area Statute Measure.	Annual Rental.	Tenement Valuation.	Amount of Crown or Quit Rent hitherto paid or amount of apportioned part proposed to be payable in future.	Observations.
		A. R. P.	£ s. d.		£ s. d.	

I, the said *A. B.*, the Vendor in this matter, make oath and say that I have read the foregoing statement of facts and schedules, and the contents thereof are true to the best of my knowledge, information, and belief, and that I am entitled to the relief sought.

Sworn, &c.

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Form 26.

Statement of Facts for the Apportionment of Rent under the 72nd Section of the Landed Estates Court Act.

Court of the Irish Land Commission.

Land Purchase (Ireland) Acts, 1870 to 1891.

Record No.

In the Matter of the Estate of *A. B.* a Vendor of Land, and of the apportionment of a rent of £100 created by *fee-farm grant*, dated the day of 18 .

The statement of the said *A. B.* showeth —

That by indenture of *fee-farm grant*, dated the day of 18 , *C.D.*, of granted the lands of *Blackacre*, situate in the barony of and county of containing 500 acres, statute measure or thereabouts, to *E. B.* of subject to the yearly rent of £100, payable half-yearly on every 1*st May* and 1*st November*, and subject to certain conditions, covenants, and agreements on the grantee's part therein contained.

That in the year 1860 the said *E. B.* died, having by his Will, dated the 1*st February*, 1859, devised that part of the said lands of *Blackacre*, in the first part of the schedule hereto described, to the applicant, subject to the proportion of the said rent in the said schedule mentioned, and the testator thereby devised to *G. B.* of his second son, the residue of the said lands in the second part of the said schedule set forth, subject to the proportion of the said rent therein stated.

That on the decease of the said *E. B.* the applicant and the said *G. B.* entered into and still continue in possession and receipt of the rents and profits of the said respective parts of the said lands so devised to them.

That *I.H.* of is the owner, and in receipt of the said rent of £100 so reserved by the said *grant*.

That the applicant has sold the lands in the first part of the said schedule (*or parts thereof*) under the Land Purchase (Ireland) Acts, 1870 to 1891, and proceedings for such sales are now pending in this Court.

That for the purposes of such sales it is expedient that the said rent of £100, payable under the said *fee-farm grant*, should be apportioned.

That the portions of the said *fee-farm* rent heretofore paid by the applicant and the said *G. B.* are fair proportions of the said rent, having regard to the quantity and quality of the lands.

That in the schedule hereto annexed the applicant has set forth the rental and particulars of the said two portions of the said lands.

That no person interested in the premises, or any of them, is an infant, idiot, lunatic, or married woman.

That, save as aforesaid, there is not any suit or matter pending in any court in relation to the said premises or any part thereof, or in relation to the receipt of the rents and profits thereof.

And the applicant prays that the said rent of £100 may be apportioned between the said part of the said lands of *Blackacre* sold in this matter and the remaining part of said lands in the possession of the said *G. B.*, and that for that purpose such directions may be given and orders made

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as may be necessary, and that the said *I.H.*, the owner of the said rent of £100, and the said *G. B.* may be bound by the proceedings and order herein.

Schedule referred to in the foregoing Statement.

First part—Land in the possession of the said Vendor.

Reference to Map.	Denominations. Barony and County. Ordnance names to be given.	Area. Statute Measure.	Annual Rental.	Tenement Valuation.	Amount of proportion of *Fee-farm Rent* hitherto paid, or proposed amount of apportioned part of *Fee-farm Rent.*	Observations.
		A. R. P.	£ s. d.	£ s. d.		

Second part—Lands in the possession of the said *G. B.*

Reference to Map.	Denominations. Barony and County. Ordnance names to be given.	Area. Statute Measure.	Annual Rental.	Tenement Valuation.	Amount of proportion of *Fee-farm Rent* hitherto paid, or proposed amount of apportioned part of *Fee-farm Rent.*	Observations.
		A. R. P.	£ s. d.	£ s. d.		

I, the said A. B., the vendor in this matter, make oath and say that I have read the foregoing Statement of Facts and Schedule, and the contents thereof are true to the best of my knowledge, information, and belief, and that I am entitled to the relief sought.

Sworn, &c.

NOTE.—If the lands are held under lease the statement can be varied accordingly.

NOTE.—If the entire of the lands are in the vendor's possession, and he is only selling a portion thereof, the statement should be varied accordingly, and the proposed scheme of apportionment set forth.

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Form 27.

Statement of Facts on Application for the Apportionment of a Jointure Rentcharge.

Court of the Irish Land Commission.

Land Purchase (Ireland) Acts, 1870 to 1891.

Record No. .

In the Matter of the Estate of *John Brown*, a Vendor of Land, and of the Apportionment of a Jointure Rentcharge of £100, created by a deed dated the *3rd* day of *May*, 1846.

The Statement of Facts of the said *John Brown* sheweth as follows:—

By a deed bearing date the *3rd* day of *May*, 1846, and made between *William Brown* of the 1st part, *Mary Moore* of the 2nd part, and *Robert Johnston* and *Henry Jones* of the 3rd part, being the settlement executed on the marriage of the said *William Brown* and *Mary Moore*, the said *William Brown* being then seized in fee of the lands of *Blackacre* and *Whiteacre* in the Barony of and County of charged the same with a life annuity of £100 in favour of the said *Mary Moore*, in case she should survive him, and he vested a term of 200 years in the said *Robert Johnson* and *Henry Jones*, for the purpose of securing the said annuity.

The said *William Brown* made his will bearing date the *4th* day of *November*, 1874, whereby he devised the said lands to his son the said *John Brown*, subject as aforesaid.

The said *William Brown* died on the 10*th* day of *January*, 1875, leaving his wife, the said *Mary Moore*, otherwise *Brown*, him surviving, and the said *John Brown* thereupon entered into possession and receipt of the rents and profits of the said lands, and has since then paid the said annual rentcharge of £100 to the said *Mary Brown*.

The said lands of *Blackacre* are now the subject of proceedings for sale in this Court.

In the schedule hereto annexed the applicant has set forth a rental and particulars of the said lands of *Blackacre* and *Whiteacre*, and the Tenement valuations thereof respectively.

No person interested in the premises, or any of them, is an infant, idiot, lunatic, or married woman.

Save as aforesaid, there is not any suit or manner pending in any Court in relation to the said premises, or any part thereof, or in relation to the receipt of the rents and profits thereof.

The applicant prays that the said Jointure Rentcharge of £100 may be apportioned between the said lands of *Blackacre*, which are being sold as aforesaid, and the said lands of *Whiteacre*, in the manner set forth in the said schedule, and that for such purpose all such directions and orders as may be necessary may be given and made.

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Schedule referred to in the foregoing statement.

County Barony

Reference to Map.	Denominations (giving separately each denomination or part of a denomination upon which it is proposed to place an apportioned part). Ordnance names to be given.	Area, Statute Measure.	Annual Rental.	Tenement Valuation.	Amount of proportion of Jointure Rentcharge proposed to be placed upon each denomination or part of a denomination.	Observations.
		A. R. P.	£ s. d.	£ s. d.		

N.B.—The 3rd, 4th, and 5th columns are to be accurately totted.

I, the said *John Brown*, the vendor in this matter, do make oath and say:—That I have read the foregoing Statement of Facts and schedule, and the contents thereof are true to the best of my knowledge, information, and belief, and that I am entitled to the relief sought.

Sworn, &c.

Form 28.

Request to Appoint an Arbitrator.

Court of the Irish Land Commission.

Land Purchase (Ireland) Acts, 1870 to 1891.

Record No. .

In the Matter of the Estate of *A. B.* a Vendor of Land.

Sir,—I hereby require you to appoint an arbitrator to determine the price to be paid for the *rent, rentcharge, or annuity* (*as the case may be*), or the apportioned part of the *rent, &c.*, which the Irish Land Commission have ordered to be redeemed by Order dated the day of 189 , a copy of which is annexed hereto, and all other matters which it appertains to the Court of Arbitration to determine pursuant to the 16th Section of the Land Law (Ireland) Act, 1887.

And take notice that if for the space of fourteen days from the date of the service of this request upon you, you fail to appoint such arbitrator, I shall apply to the Court to determine the price, as is provided by the Statutes in that behalf.

Dated this day of 189 .

(Signed), E. F.

[Here follows a copy of the order for the redemption.]

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Form 29.

Submission to Arbitration and Appointment of Arbitrator and Umpire.

Heading and Title as before.

Whereas the Irish Land Commission upon the day of 189 , made an Order in the following terms, viz. :—(*Recite in full the order for redemption.*) It is hereby agreed by and between the said *A. B.*, the Vendor herein, and *C. D.*, the person entitled to the said rent, rentcharge, or annuity (*as the case may be*) of £ [*or*, the said sum of £ , being an apportioned part of the said rent, &c.,] within the meaning of section 16, subsection (3) of the Land Law (Ireland) Act, 1887, to refer the determining of the price of the said rent of £ &c., [or apportioned part, &c.] (*as before*), so ordered to be redeemed, to the order, award, and final determination of *E. F.* of and *G. H.* of , pursuant to the provisions of the said section. Now the said *A. B.* hereby appoints the said *E. F.* to be and act as his arbitrator herein, and the said *C. D.* hereby appoints the said *G. H.* to be and act as his arbitrator.

Dated this day of 189 .

Signed by the said *A. B.* in presence of (Signed), *A. B.*
Signed by the said *C. D.* in presence of (Signed), *C. D.*

The said *E. F.* and *G. H.*, the arbitrators so hereby appointed, do hereby and before entering upon the matters herein referred to them, in accordance with the said section of the said Act, appoint *L. M.* of to be and act as umpire in case of differences between them.

Dated, &c.

Witness. (Signed), *E. F.*
(Signed), *G. H.*

Form 30.

Award.

Heading and Title as before.

Whereas the Irish Land Commission by Order, dated the day of 189 , ordered that the annual sum of £50, being the apportioned part of a perpetual yearly rent of £75 created by *fee-farm grant* dated the 12*th* day of *December*, 1864, which annual sum of £50

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is payable in respect of the Lands of *Blackacre*, situate in the barony of and county of and containing 1,000 acres, statute measure or thereabouts, should be redeemed. And whereas *C. D.* is the owner of the said apportioned part of the said rent within the meaning of the 16th section of the Land Law (Ireland) Act, 1887. And whereas the said *A. B.* and *C. D.*, being unable to agree upon the price to be paid for such apportioned part of such rent, have referred the determining of the price to be paid to *E. F.* and *G. H.* And by writing under their hands, dated the day of 189 , the said *A. B.* hath appointed *E. F.* to be and act as his arbitrator herein, and the said *C. D.* hath appointed *G. H.* to be and act as his arbitrator herein.*

Now, we the said arbitrators, having taken upon ourselves the burden of this reference, and having duly weighed and considered the documentary and other evidence given before us, do hereby publish our award in writing, in manner following, that is to say:—

We award and adjudge that the price to be paid for the said annual sum of £50, being an apportioned part of the said *fee-farm rent* is to be the sum of £ . And we do further adjudge and award *that each party do bear his own costs of the arbitration, and that they do pay in equal proportions our fees and expenses as such arbitrators.*

In witness whereof we have hereunto set our hands this day of 189 .

(Signed), *E. F.*

Signed and published in the presence of (Signed), *G. H.*

UMPIRE'S AWARD where ARBITRATORS are unable to agree.

*Proceed as before down to**.

And whereas the said arbitrators so thereby appointed did, by writing under their hands, dated the day of 188 , before entering into the matter so referred to them, appoint me, *L. M.*, to be and act as umpire in case of difference between them. And whereas the said *E. F.* and *G. H.* have failed to make their award concerning the said price within twenty-one days after the said day of 188 (*or as the case may be*).

Now I, *L. M.* having taken upon myself the charge of this reference, and having heard, examined, and considered the allegations, witnesses, and evidence of both parties concerning the said price, do make this my award, in writing, of and concerning the said price in manner following, that is to say:—

I award and adjudge, &c. (*as before*).

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Form 31.

The Irish Land Commission—Church Property Department

Form of Application for the Division and Apportionment of Tithe Rent-charge Payable to the Irish Land Commission.

* Please quote this number correctly.

Number of the Receivable Order issued for the Instalments.* } No. (————)

Diocese ————————

Benefice ————————

Record No. ————————

In the Matter of the Estate of

a Vendor of Land.

Whereas the Lands mentioned in the First Schedule hereto are liable to the Annual Tithe Rent-charge therein particularly mentioned, payable to the Irish Land Commission. And Whereas that part of the said Lands mentioned in the first part of the Second Schedule hereto have been sold pursuant to the provisions of the Land Purchase (Ireland) Acts, 1870 to 1891, to the tenants thereof. Now, I as vendor in this matter apply to the Irish Land Commission that the Annual Tithe Rent-charge so chargeable on said Lands may be divided and apportioned between the respective parts of said Lands so sold and unsold in manner set forth in the Second Schedule hereto.

Dated this ———— day of ———————— 189—.

Signature, ————————

Address, ————————

First Schedule.

Annual Tithe Rent-charge, £	s.	d.
Names of Townlands, as per Ordnance Survey, upon which above Rent-charge is charged. Parish and County.		

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SECOND SCHEDULE.

Townlands included in each Lot.	Contents of each Townland, or part of Townland, Statute Measure.	Tenement Valuation of each Lot.	Amount of Tithe Rent-charge proposed to be charged on each Lot.
	A. R. P.	£ s. d.	£ s. d.
First part of Schedule.—Lands sold to Tenants.			
Second part of Schedule.—Lands unsold.			
Annual Tithe Rent-charge, as per First Schedule, £			

LAND PURCHASE (IRELAND) ACTS, 1870 TO 1871.

ECCLESIASTICAL TITHE RENT-CHARGE.

This endorsement is not to be filled by the Applicant.

No (———)

Diocese of ———

Benefice of ———

APPORTIONMENT.

No.	Name of Payer.	Annual Rent-charge.
		£ s. d.
	Total Annual Rent-charge, £	

Examined, ———

Approved, ———

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Form 32.

The Irish Land Commission.—Church Property Department.

Form of Application for the Division and Apportionment of Annual Rent-charge in lieu of Tithe Rent-charge.

*Please quote this number correctly.

Number of the Receivable Orders issued for the Instalments.* } No. (————)

Diocese ————————

Benefice ————————

Record No. ————

In the Matter of the Estate of

a Vendor of Land.

Whereas the Lands mentioned in the First Schedule hereto are liable to the Annual Rent-charge therein particularly mentioned, for the period of ———— years from the First day of ———— 188 —, charged thereon by † Merging Order under Seal of The Commissioners of Church Temporalities in Ireland, numbered ———— bearing date the ———— day of ———— —, 188 —, payable to The Irish Land Commission. And Whereas that part of said lands mentioned in the first part of the Second Schedule hereto have been sold pursuant to the provisions of the Land Purchase (Ireland) Acts, 1870 to 1891, to the tenants thereof. Now I, as vendor in this matter, apply to the Irish Land Commission that the Annual Rent-charge so chargeable on said Lands may be divided and apportioned between the respective parts of said Lands so sold and unsold in manner set forth in the Second Schedule hereto.

† A Certified Copy of the Merging Order can be procured at the Office of the Irish Land Commission.

Dated this ———— day of ———— 189 —.

Signature, ————————

Address, ————————

First Schedule.

Fixed Annual Rent-charge, £ : :
Names of Townlands, as per Ordnance Survey, upon which above Rent-charge is charged. Parish and County.

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Second Schedule.

Townlands included in each Lot.	Contents of each Lot, Statute Measure.	Government Valuation of each Lot.	Amount of Rent-charge proposed to be charged on each Lot.
	A. R. P.	£ s. d.	£ s. d.
First part of Schedule—Lands sold to Tenants.			
Second part of Schedule—Lands unsold.			
Annual Rent-charge, as per First Schedule, £			

Land Purchase (Ireland) Acts, 1870 to 1891.

Fixed Annual Instalments.

This endorsement is not to be filled by the Applicant.

No. (——)

Diocese of ——————————

Benefice of ——————————

Apportionment.

No.	Name of Payee.	Annual Rent-charge.
		£ s. d.
	Total Annual Rent-charge, £	

Examined ——————————

Approved ——————————

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Form 33.

Statement of Facts for the Division and Apportionment of an Impropriate Tithe Rent-charge.

Court of the Irish Land Commission.

Land Purchase (Ireland) Acts, 1870 to 1891.

Record No.

In the Matter of the Estate of *A. B.*,

A Vendor of Land.

The statement of the said *A. B.* showeth that the lands mentioned in the first schedule hereto, forming part of the said Estate, are liable to the Impropriate Tithe Rent-charge therein particularly mentioned, payable to *C. D.* of and that the said *C. D.* has been in receipt of same for 6 years and upwards (*as owner or limited owner, lessee of E.F., or otherwise, as the case may be*). That part of the said lands have been sold, pursuant to the provisions of the Land Purchase (Ireland) Acts, 1870 to 1891, to the tenants thereof, and proceedings for such sales are now pending in this Court. That it is expedient that the said Tithe Rent-charge, so chargeable on said lands, shall be divided and apportioned between the respective parts of said lands so sold and unsold, in manner set forth in the first and second parts of the second schedule hereto. The applicant prays that the said Tithe Rent-charge may be apportioned in the manner in the said second schedule set forth, and that the said *C. D.* and all other persons may be bound by the proceedings and order herein.

Dated this day of 189 .

Signed, *A. B.*

First Schedule referred to in foregoing Statement.

Annual Tithe Rent-charge, . . £ : :

Name of Townlands as per Ordnance Survey upon which Tithe Rent-charge is charged. If part of a Townland only, so state.	Area Statute Measure.	Parish.	Barony.	County.
	A. R. P.			

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SECOND SCHEDULE REFERRED TO IN FOREGOING STATEMENT

No. on Map.	Names of Townlands as per Ordnance Survey. If part of a Townland only, so state.	Contents of each townland, sold and unsold, in Statute Measure.	Tenement Valuation.	Proposed apportionment of Tithe Rent-charge.
		A. R. P.	£ s. d.	£ s. d.
	First part of Schedule. Lands sold to Tenants.			
	Second part of Schedule. Lands unsold.			

I, the above-named *A. B.* make oath and say that I have read the foregoing statement, and the schedules thereto, and that the same are true to the best of my knowledge, information, and belief, and that I am entitled to the relief sought.

Sworn, &c.

FORM 34.

STATEMENT of FACTS for the APPOINTMENT of TRUSTEES, under section 66 of the LANDED ESTATES COURT ACT.

COURT OF THE IRISH LAND COMMISSION.

LAND PURCHASE (IRELAND) ACTS, 1870 TO 1891.

In the Matter of the Estate of *John Brown*, a Vendor of Land, and of a Settlement dated the 9*th* day of *May*, 1861, executed on the marriage of *William Thompson* with *Jane Moore*.

The Statement of facts of *Jane Thompson, formerly Moore*, showeth as follows :—

By an Indenture bearing date the 9*th* day of *May*, 1861, and made between *William Thompson* of the 1st part; me, the said *Jane Thompson*, then *Jane Moore*, of the 2nd part; and *A. B.* and *C. D.* of the 3rd part, being the settlement executed on the occasion of my marriage with the said *Wm. Thompson*, it was agreed that a sum of £10,000 should be vested in the said *A. B.* and *C. D.*, as Trustees upon the Trusts therein mentioned, and (among others) in trust for the said *William Thompson* and *Jane Moore*, successively, during their lives, and after the decease of the survivor, for the children of the said marriage, as therein mentioned.

Pursuant to a power in the said settlement, the said trustees lent £5,000, part of the said trust moneys, to the above-mentioned *John Brown*, on the security of an Indenture of Mortgage, bearing date the 20*th* day of *June*, 1865, whereby the said *John Brown* conveyed certain lands to the said trustees, to secure the said sum of £5,000.

The said mortgaged premises, or part thereof, are the subject of proceedings for sale in this Court, in the Matter of the said Estate, and the said mortgage debt is still a charge upon the said premises.

The other trust funds are a sum of £5,000 *Consols*, now standing in the names of the said *A. B.* and *C. D.*

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The said *A. B.* died on the *4th* of *July*, 1879, the said *C. D.* was adjudicated a Bankrupt on the *7th* of *November*, 1882. It is therefore expedient that new Trustees of the said settlement should be appointed in place of the said *A. B.* and *C. D.*

E. F. and *G. H.* (*describing them*) are fit and proper persons to be appointed, and they have consented to act as such trustees by their undertaking dated the day of 189 , and filed herewith appears; there are no proceedings for the appointment of new trustees of the said settlement pending before any other Court.

The said *William Thompson* died on the *7th* day of *March*, 1879. There are three children of the said marriage, *William*, *Sarah*, and *James*, of whom the two latter are infants, aged 19 and 17 respectively, and are now residing with me, the said *Jane Thompson*.

The Applicant submits that the said *C. D.* should be removed from being such trustee as aforesaid, and that new Trustees should be appointed of the said settlement and trust funds by an Order of the Court, and that provision should be made for the payment out of the said trust fund, by such trustees when appointed, of the costs of this statement, the order to be made thereon, and the proper and necessary proceedings thereunder.

Dated this day of 189 .

(Signed), *Jane Thompson.*

I, the said *Jane Thompson*, make oath and say that I have read the foregoing statement, and that the same is true to the best of my knowledge, information, and belief, and that I am entitled to the relief sought.

Sworn, &c.

N.B.—This form may be varied in cases of applications under the 64th section of Landed Estates Court Act.

Form No. 35.

Notice of Motion, to Appoint Trustees for the Purposes of the Settled Land Acts, 1882 to 1890.

Court of the Irish Land Commission.

Land Purchase (Ireland) Acts, 1870 to 1891.

Record No.

In the Matter of the Estate of A. B., a Vendor of Land.

And in the matter of the estate of situate at in the county of settled by a settlement made by an indenture, dated the day of and made between [*or*, by the will of dated *or as the case may be*], and in the matter of the Settled Land Acts, 1882 to 1890.

Take notice that counsel will on the day of 189 , apply to Mr. Commissioner on the part of that G. H. of and I. J. of may be appointed trustees under the above mentioned settlement for the purposes of the Settled Land Acts, 1882 to 1890, and that the costs of this application may be directed to be taxed as between solicitor and client, and that the same, when taxed, may be paid out of the property subject to the said settlement, and that for that purpose all necessary directions may be given which application will be grounded on, &c.

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Form 36.

Affidavit verifying Settlement.

Title as in Form 35.

I of make oath and say :—

1. By the above mentioned settlement the above mentioned lands stand limited to uses [*or*, upon trusts] under which A. B. is [*or*, I am] beneficially entitled as tenant for life [*or*, tenant in tail, *or*, tenant in fee-simple with an executory gift over, *or as the case may be*].

2. [*If it is the fact*] The said A. B. is an infant of the age of years or thereabouts.

Sworn, &c.

Form 37.

Order to put a Purchaser into Possession.

Court of the Irish Land Commission.

Land Purchase (Ireland) Acts, 1870 to 1891.

Record No. .

Before Mr. Commissioner .

day, the day of , 189 .

In the Matter of the Estate of A. B. a Vendor of Land.

Upon motion of solicitor for C. D., a purchaser in this matter, and on reading the conveyance by the Irish Land Commission to the said C. D., dated the day of 189 of (or the order dated the day of 189 , vesting in the said C.D.) that part of the lands of containing statute measure or thereabouts, situate in the barony of and county of and the affidavit of the said C. D., filed the day of 189 .

It is ordered by the Court that the sheriff of the county of do, and he is hereby required and commanded immediately after sight or receipt hereof, to go to the said part of the lands of situate as aforesaid, and without delay to give or cause to be given to the said C. D., or his assigns, the full, quiet, and peaceable possession of the said part of the said lands, with all and singular the appurtenances, save and except the respective parts and portions of the said lands and hereditaments now or lately in the possession of, &c.

Registrar.

{ Seal of the Court. }

Form 38.

Affidavit to Ground Application for Writ of Possession.

Court of the Irish Land Commission.

Land Purchase (Ireland) Acts, 1870 to 1891.

Record No. .

In the Matter of the Estate of A.B., a Vendor of Land.

I, C. D., of in the county of make oath and say :—

1. That on the day of last, I purchased from the Irish Land Commission that part of the lands of containing statute measure or thereabouts, situate in the barony of and county of .

2. That on the day of last, the Irish Land Commission executed a conveyance to me of the said lands (or) by order vested the said lands in me and that such conveyance (or vesting order) was not made subject to any tenancies.

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3. That on the day of last, I demanded from E. F., whom I found in occupation of the said lands, the possession thereof, and he refused to give me such possession.

4. That at the time of making such demand I produced to the said E. F. my conveyance (or vesting order) before mentioned.

Sworn, &c.

FORM 39.

SUBPŒNA AD TESTIFICANDUM.

COURT OF THE IRISH LAND COMMISSION.

Land Purchase (Ireland) Acts, 1870 to 1891.

Record No. .

In the Matter of the Estate of

A.B., a Vendor of Land.

You and each of you are hereby required to attend before Mr. Commissioner at the hour of o'clock on day the day of 189 , at the Court of the Irish Land Commission and from day to day there to be examined in relation to this matter (*a*). And herein fail not at your peril.

Dated this day of 189 ,

To Registrar.

of

(*a*). In a Subpœna Duces Tecum here add "and you are also hereby "required to produce before the said Commission all papers, documents, "letters, writings, and other evidences in your power, possession, or "procurement, relating to this matter."

FORM 40.

CERTIFICATE OF SUM DUE IN RESPECT OF ANNUITY.

In pursuance of the provisions of the Land Purchase (Ireland) Acts, 1870 to 1891, the Irish Land Commission do hereby certify that by an (*x*) Order of the Irish Land Commission dated the day of 18 , and made in the Matter of the Estate of A.B., a Vendor of land, the following holding, that is to say, that part of the lands of then in the occupation of C. D. as tenant, situate in the barony of and County of and containing statute measure or thereabouts, was charged with an annuity of in favour of the said Commission, for the term of [five years from the First day of , 189 , and thenceforth such reduced or other annuity as might then or thereafter be substituted therefor, pursuant to the provisions of the 8th section of the Purchase of Land (Ireland) Act, 1891, until the advance of pounds therein mentioned, with interest at the rate of 3 per cent., should have been repaid, such annuity or varied annuity to be] *or*, [49 years, from the First day of 18 ,] payable by equal half-yearly payments on each First day of May and First day of November, and that the sum of being for the gale of the said annuity which fell due on the day of 18 , [and the day of 18] is due to the said Commission in respect of the said holding, and that the same is due and payable by of in the County of

(*x*) Or an Indenture dated the day of 188 , and made between, &c.

Dated this day of 189 .

{ Seal of the Irish Land Commission. }

Secretary.

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Form 41.

Privity for Lodgment of Guarantee Deposit.

Court of the Irish Land Commission.

Land Purchase (Ireland) Acts, 1870 to 1891.

Record No.

In the Matter of the Estate of A. B., A Vendor of Land.

I apply on behalf of C. D., a Tenant Purchaser herein, for liberty to lodge the sum of £ by way of a Guarantee Deposit in respect of the Advance of £ to him, or, I apply on behalf of C. D. for liberty to lodge the sum of £ by way of a Guarantee Deposit in respect of the Advance of £ to E. F., a Tenant Purchaser herein.

Dated this day of 189

Solicitor for

Issue Receivable Order to enable to lodge £ as above, which is to be registered in his name, pursuant to the 92nd General Rule.

Dated this day of 189 .

Examiner.

The Accountant.

Form 42.

Certificate to Register Apprentice or Clerk.

Court of the Irish Land Commission.

I hereby certify that Mr. (*a*) is exclusively employed by me as my (*b*) and that he is a fit and competent person to transact my business in this Court; and I undertake to be responsible for his acts in the ordinary transaction of my business in said Court. And I further undertake to be responsible for his Receipts for Deeds, and for the safe custody and return of all Deeds and Documents obtained by him on my behalf.

(*a*) Name in full.
(*b*) "Apprentice or Clerk."

Dated this day of 189 .

Solicitor.

Address

Witness

Form 43.

Certificate of Registry of Apprentice or Clerk.

Court of the Irish Land Commission.

day of 189

I certify that Mr. is the registered [apprentice or clerk] of Mr. Solicitor, of No. street.

Keeper of Records.

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Form 44.

Affidavit verifying Abstract of Title.

I, , of , Solicitor for the said Vendor, make oath and say :—

1. I have read the foregoing abstract of title previous to swearing this affidavit, and compared the same with the several deeds and documents therein abstracted, so far as they are in the said abstract stated to be forthcoming.

2. The said abstract is a true and correct abstract of title to the lands described at the head thereof, and in the originating statement filed in this matter, and the several documents therein purporting to be abstracted are fairly and correctly abstracted to the best of my knowledge, information, and belief. I have in the schedule of documents intended to be lodged herewith, and indorsed by me, previously to swearing this affidavit, set forth all deeds and muniments of title relating to the said lands which are in my power, possession, or procurement.*

Sworn, &c.

* Here may be added when necessary :—"Except muniments of title bearing date prior to the root of title, and none of which relate to existing charges or affect the title as abstracted."

Form 45.

Requisition for Determination of Question of Law.

Court of the Irish Land Commission.

Land Purchase (Ireland) Acts, 1870 to 1891.

Record No.

In the Matter of the Estate of

A Vendor of Land.

I require that the following question of law arising under the said Acts may be heard and determined by the Judicial Commissioner :—

(Here state concisely the question of law to be decided, and the facts and circumstances under which it arises, without introducing any superfluous matter connected with the particular case.)

Signed,

Solicitor for

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Directions as to the Preparation of Abstracts of Title.

The date of every instrument, and of the registration or enrolment thereof should be stated in the margin: if the instrument has not been registered, a statement to that effect should appear in the margin. In the case of a will, the date of the document itself and of the granting of Probate, and of the Testator's death, should appear in like manner.

The Ordnance Survey names of the lands to which title is being shown should be set forth at the head of the abstract, and if title is being shown to a portion only of any townland, the area in statute measure of such portion should be set out. The abstract should commence with the root of title. If the land is held in fee under a Crown grant, an extract from the patent should be given, showing that there is no reversion in the Crown, that the lands are held in fee, and whether they are subject to Quit or Crown Rent. If the lands are held under lease the lease should be abstracted. It will not be necessary to state all the intermediate steps down to the present time. As a general rule it will be sufficient to derive title from some person absolutely entitled to the fee or to a lease about forty years prior. Every instrument relating to the title should be abstracted: even mortgages which have been paid off, the lands being reconveyed, should be noticed. An abstract ought to be a careful abridgment, not a mere copy of the instrument or of any part thereof. Conciseness may be obtained by avoiding the introduction of unnecessary or duplicate words to express the same idea, and by confining the abstract of common clauses to a mere reference to them: thus such language as—"a certain bond or obligation," "upon, to, and for," ought not to be used in an abstract, and is likely to lead to a ruling whereby a considerably less sum may be allowed as costs than would be allowed in the case of an abstract of equal length properly drawn. The names and descriptions of the parcels in a deed should be accurately set out; but if they are afterwards granted in any other deed by the same names and descriptions it will be sufficient in abstracting such other deeds to state that they are conveyed by the same names and descriptions as in the former deed: or, if the variance is very slight, it will be sufficient to show what the variance is. The same remark is of course applicable to wills. The common clauses in a deed, such as covenants for title, for quiet enjoyment, for further assurance, and against incumbrances for indemnity of trustees, payment of rent, cesser of terms, &c., should be referred to as briefly as possible: the contracts, consideration, and habendum should be more fully abstracted, and so should the limitations as far as may be necessary. That is to say, if a limitation has taken effect, whereby it has become impossible that the subsequent limitations can take effect, the latter should not be abstracted, *e.g.*, if any tenant in tail has after coming into possession executed a disentailing deed duly enrolled, the subsequent limitations should be omitted from the abstract. Recitals of deeds previously abstracted or recited should be referred to thus—"And reciting the deed of 14th July, 1847, abstracted (or recited), page 6." At the end of every deed it should be stated by what parties it has been executed, and with what solemnities (if any): and if it has been enrolled, or acknowledged by a married woman, or the acknowledgment certified, such facts, with the dates thereof, should be stated. If the instrument abstracted is a marriage settlement it should be immediately followed by a statement of the issue of the marriage, and

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of the dates of their respective births, and of the deaths of such of them as are dead. When an estate is transferred by the death of any person, the date of his death should be stated, and the date of the death of any person having powers of charging should be stated. When a person takes as heir, it is not enough to state that he is heir; it must be shown *how* he is heir by setting out so much of the pedigree as proves it. Births, deaths, and the facts of pedigree, when stated should be accompanied by a reference to the evidence by which such facts are proved.

In every abstract the deduction of title to the lands should be carried on continuously from its commencement to its completion, and should not as a general rule be interrupted by introducing the deduction of title to charges or incumbrances, especially if such charges are still existing, or any other collateral matter. The title to such charges or incumbrances, if necessary, and the instruments dealing with them, should be set forth in a separate part of the abstract, with a proper heading for each charge or incumbrance; and a reference to the page of such devolution of title to the incumbrance should be made when the creation of the incumbrance is stated in its proper place.

When an Abstract of Title has been prepared for any purpose other than a sale in the Land Commission it should be lodged, and the directions of an Examiner taken as to the necessity of making a new abstract instead of using the one already made. Such abstract, if used for the purpose of a sale or mortgage effected not less than twelve years prior to the proceedings, may, by permission of an Examiner, to be given in writing in the fold thereof, be lodged without a verifying affidavit, but on the reading of such abstract the Examiner may, if he deem it necessary, direct the same to be verified. In many instances it may be sufficient to make a supplemental abstract to continue the title from the close of the existing abstract.

Directions as to the Preparation and Settlement of Draft Final Schedules of Incumbrances.

When bringing in the draft final Schedule of Incumbrances for settlement the Solicitor should lodge—

The draft Requisition for Searches as settled.
The Registry of Deeds and Judgment Searches.
The Rulings on Title.
The Board of Works, Quit Rent, and Tithe-rentcharge Certificates.
The Certificate as to whether Deeds have been lodged subject to lien.
Copies of any orders that may have been made for apportionment or redemptiom of Tithe-rentcharges, Board of Works charges, Quit rents, rents, or annuities.

When the following charges exist they should appear in the priority hereinafter set forth, unless the Commissioner shall direct otherwise:—

1. The expenses of Surveys and Maps made by the Ordnance Survey Department.
2. Costs of proceedings and sales, post costs, costs awarded by order to any party against the fund, and costs of lodging Deeds pursuant to a notice or order.
3. Quit Rents in equal priority.

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4. Tithe-rentcharges, whether impropriate, or payable to the Irish Land Commission, and instalments in lieu of the latter, in equal priority.

5. Land Improvement, and Drainage charges, in order of their creation.

6. Head Rents which it is intended to redeem.

Charges in equal priority should receive the same number and a distinguishing letter, and there should be a statement at the foot that they are in equal priority.

The name, description, and address of every party entitled to any charge should be accurately stated, and the date of registering, parties' names, and short description of the instrument by which it is created; if it is founded upon a judgment, the sum recovered, the year, and term, and Court, and the names of the parties to the judgment should be stated. When the claimant is not the original mortgagee, the devolution should be concisely but accurately stated as far as practicable.

Annual charges, such as Quit Rents, Tithe-rentcharges, Head Rents, Board of Works charges and annuities, should be described as such; but when an order for their redemption has been made, a note of it should be inserted in the column "Particulars of Demand"; and if the price has been fixed, it should be inserted in the "Principal" column; and, unless each of such charges affects all the lands, the denominations which each affects should be stated. When the owner is a tenant for life, there should be set out, after the demand of the Trustees of the settlement for the residue, any charges upon the life estate, describing them as such.

If different portions of the estate are subject to different incumbrances, the Schedule should be prepared in parts; but if there be common incumbrances as well, they should be set out *in extenso*, and vouched in one part only, and briefly referred to in the other parts.

The Examiner shall endorse in the fold of the draft Schedule any special directions as to the form or publication of the Final Notice to Claimants.

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Schedule of Fees.

PART I.	£	s.	d.
Agreements for Sale, including all attendances and other business incident to the preparation, lodgment, and verification of same but exclusive of the expenses of Maps and other necessary expenditure such as printing, ordinary scriveners' charges, and travelling expenses.			
For 1 such agreement, the purchase money being under £500, .	1	1	0
Where the purchase money shall exceed £500, . . .	2	2	0
For more than 1 and not exceeding 5 such agreements as to the same estate, ...	3	3	0
Exceeding 5 such agreements and not exceeding 10, . .	4	4	0
Exceeding 10 and not exceeding 20, ...	6	6	0
Exceeding 20 and not exceeding 50, ...	10	10	0
Exceeding 50 and not exceeding 100, ...	15	15	0
For each agreement above 100, ...	0	4	0
Originating Statement, including all attendances and other business incident to the preparation, lodgment, and verification of same but exclusive of necessary outlay, where the purchase money is under £500, ...	2	2	0
Where the purchase money exceeds £500, . . .	3	3	0
When the Statements and Schedules together shall contain more than 20 folios there shall be allowed an engrossing fee of 4*d.* per folio of 72 words for each folio exceeding 20.			
Vesting Order or Conveyance including all attendances and other business incident to the preparation, lodgment, registration, and completion of same including certified copy, but exclusive of the necessary outlay, where the purchase money is under £500, ...	3	3	0
Where the purchase money shall exceed £500 but not £1,000, .	4	4	0
" " £1,000 " £2,000, .	5	5	0
" " £2,000, . . .	6	6	0
When more than three Vesting Orders or Conveyances shall relate to land held under the same title and are substantially similar in form, with only the necessary variations of names, areas, descriptions, and sums of money, the fee for each such Vesting Order or Conveyance beyond the first three (inclusive of the attendances, &c., as aforesaid, but exclusive of the necessary outlay) shall be	1	1	0

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SCHEDULE OF FEES—*continued.*

PART I.—*continued.*	£	s.	d.
In cases where the Solicitor for the Vendor has not prepared the Tenant's Conveyances, he shall be entitled to charge for attendances, perusals, and correspondence, to procure the execution of each Conveyance by the Vendor where the purchase money shall not exceed £500, ...	0	10	6
Where the purchase money shall exceed £500, ...	1	1	0
Not to exceed on any one estate under the same title, . .	10	10	0
The Taxing Officer shall have discretion to increase the above fees if it be shown to him that special circumstances render it equitable so to do, and in exceptional cases to allow for correspondence and procuring the execution of conveyances by all proper parties.			
APPOINTMENT OF TRUSTEES.			
Instructions and Perusals, ...	0	13	4
For all business done up to and including the taking out of the Order where Counsel employed, ...	6	6	0
Where Counsel not employed, ...	4	4	0
Counsel not to be allowed except certified for.			
SPECIFIC PERFORMANCE OF AGREEMENTS FOR SALE.			
Instructions for application and perusals, ...	0	13	4
For all business done up to and including the taking out of the Order where Counsel employed, ...	5	5	0
Where Counsel not employed, ...	3	3	0
Counsel not to be allowed except certified for.			
The above Fees in reference to appointment of trustees and specific performance are exclusive of necessary outlay over and above Counsel's fees.			
The Taxing Officer shall have discretion to increase the fees in cases of exceptional difficulty.			

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SCHEDULE OF FEES—*continued.*

PART II.	£	s.	d.
ABSTRACTS OF TITLE.—Drawing Abstracts of Title, for every 6 folios or fraction thereof in the first 100 folios, . .	0	4	0
For each additional 6 folios or fraction thereof, . .	0	2	0
CONSENTS.—Drawing and signing consent, undertaking, or admission, ...	0	3	6
Or at option of solicitor per folio, ...	0	0	3
NOTICES.—Drawing notice to Commissioners of Woods and Forests, Tithe Rentcharge Office, and to Board of Works, in each case, ...	0	2	6
Or at option of solicitor per folio, . . .	0	0	3
ORDERS.—Fee for attendance save before a Commissioner, where an order or ruling is made up, . . .	0	6	8
PERUSALS.—Perusing and abstracting deeds preparatory to drawing Statement of Title. For each skin of 15 folios, .	0	2	0
Perusing or comparing any deed or instrument, where no abstract is required, for each skin, . . .	0	1	6
(Not more than 8 skins to be allowed for any deed or instrument).			
SCHEDULE OF INCUMBRANCES.—For preparing Schedule of Incumbrances for the first 5 items, except costs of sale—per item, ...	0	5	0
For each subsequent item, ...	0	2	6
SEARCHES.—Fee and attendance on search for Judgments, recognizances, &c. For one such search, . . .	0	6	8
For two such searches on the one Estate, . . .	0	10	0
Where there are more than two such searches on the one Estate. For each additional search after the first two, .	0	3	4
TAXATION OF COSTS.—No fee for preparing a copy of costs,	—		
Nor for lodgment in Taxing Office, . . .	—		
Attending taxation for the first 100 items or fractional part thereof, ...	0	6	8
For each successive 100 items, ...	0	3	4
(The Taxing Officer may at discretion allow a larger sum.)			

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The following is a copy of Rules 9, 10, 11, and 12, of the 12th December, 1883, referred to in Rule No. 1 :—

9. In the computation of time for the purpose of these rules, the word "month" shall mean calendar month, and the period of a month shall not be extended by reason of any intervening holiday, but when the time limited is a week or fortnight, such week or fortnight shall be extended by any intervening holiday or holidays except Sundays.

10. Whenever the time limited expires on a Sunday or other holiday it shall be extended to the next open day.

11. "Holiday" shall, as regards the Land Commission, mean any day on which the offices of the Land Commission shall not be open, pursuant to the rules.

12. The Offices of the Land Commission shall be open on every day in the year except Sunday, Good Friday, the Saturday before Easter, the Monday and Tuesday in Easter week, Whit Monday, Christmas Day and the three following days, and any other day as regards which the Land Commission shall notify that the Offices shall be closed.

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RULES

ISSUED BY THE

IRISH LAND COMMISSION,

UNDER

THE REDEMPTION OF RENT (IRELAND) ACT, 1891.

Dated this 15*th day of August*, 1891

H

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RULES

UNDER

THE REDEMPTION OF RENT (IRELAND) ACT, 1891.

15th day of August, 1891.

IT IS THIS DAY ORDERED that the following general Rules and Orders shall, from and after this date until further order, take effect and be in force in the Land Commission in relation to all proceedings under and in pursuance of the Redemption of Rent (Ireland) Act, 1891, or any part of any Act incorporated therewith.

1. An application to the Court by a lessee or grantee to redeem his rent, pursuant to section one of the Redemption of Rent (Ireland) Act, 1891, and for an advance under the Land Purchase Acts, to carry out such redemption, or in case of the lessor or grantor not signifying his consent thereto in the prescribed manner and within the prescribed time, to be deemed a tenant of a present tenancy and have a fair rent fixed, may be made by Originating Notice in Form No. 1 in the Appendix hereto, and the same shall be served upon the lessor or grantor, and upon the Land Commission, in manner provided by the Rules of the 12th December, 1883, in relation to originating notices, and in applying such rules the lessor or grantor shall be deemed the landlord, and the lessee or grantee shall be deemed the tenant.

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2. The lessor or grantor may within two months from the service on him of the originating notice, serve upon the lessee or grantee and upon the Land Commission a consent to such redemption, which consent shall be in Form No. 2, and such consent may be served in manner provided by the Rules of the 12th December, 1883, in relation to notices on behalf of the landlord, and in applying such rules the lessor or grantor shall be deemed the landlord, and the lessee or grantee shall be deemed the tenant.

3. On such consent being served, the copy of the originating notice and consent served upon the Land Commission, shall thereupon be filed in the Agreements for Purchase Office, and all subsequent proceedings shall be had thereon, as if an originating statement had been filed by the lessor or grantor, provided that all subsequent originating notices served upon the same lessor or grantor, and in reply to which the lessor or grantor shall have served such consents as aforesaid shall be referred to the Commissioner, to whom the first originating notice and notice of consent has already been referred.

4. If the lessor or grantor does not serve such consent within the prescribed time, or if the Land Commission makes an order declaring that the lessor or grantor has caused unreasonable delay in the making of such redemption, the said copy of the originating notice shall be transferred to the Registrar's Office, and referred to a Sub-Commission to hear and determine the application by the lessee or grantee to be deemed a tenant of a present tenancy, and have a fair rent fixed; and all subsequent proceedings shall be had thereon as if the originating notice had been served by a lessee under the Land Law (Ireland) Acts, 1881 and 1887; and the lessee or grantee shall, if the Poor Law valuation of the holding

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is not under £10, within twenty-one days from the expiration of the prescribed time, without such consent having been served as aforesaid, or from the making of such order as aforesaid, serve upon the lessor or grantor the particulars of any improvements in respect of which evidence is intended to be produced, or which are intended to be relied on by the lessee or grantee as having been made by him or his predecessors in title, with the dates at which same were made, according to the best of the lessee's or grantee's knowledge or belief. The Court may, on special grounds, make an order that particulars shall be given when the valuation is under £10.

EDMUND T. BEWLEY.

S J. LYNCH. FREDK. WRENCH.

JOHN GEORGE MACCARTHY. GERALD FITZGERALD.

Seal of the Irish Land Commission.

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County_____

No. .

FORM No. 1.

REDEMPTION OF RENT (IRELAND) ACT, 1891.

Particulars.—The following particulars must be accurately filled up—

Name of Lessor or Grantor, and Residence, if known. _____ _____

Name and Residence of Lessor's or Grantor's Agent, if any. _____ _____

Name and Residence of Lessee or Grantee. _____ _____

Post Office from which Lessee or Grantee receives his letters. _____ _____

HOLDING.

County.			Poor Law Union.			Electoral Division.		
Name by which lands are known on Ordnance Survey Map.								
Area in Statute Measure.			Rent of Holding.			Gross Poor Law Valuation.		
A.	R.	P.	£	s.	d.	£	s.	d.

ORIGINATING

Notice of application by a Lessee or Grantee to redeem his rent, and for an advance, under the Land Purchase Acts, to carry out such redemption, or in case of the Lessor or Grantor not signifying his consent thereto in the prescribed manner and within the prescribed time, to have a fair rent fixed.

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I, the before-named (*a*) Lessee, make oath and say as follows :—

(*a*) Or Grantee.

1. The foregoing particulars of the holding are true to the best of my knowledge and belief.

2. I am in *bona fide* occupation of the said holding which is held under a (*b*) lease bearing date the day of , made by to for the term of at the yearly rent of (*c*)

(*b*) Or Grant.

(*c*) If renewable state so, and particulars of renewal fines.

3. I have been in occupation of the said holding and paying rent therefor since the year 18 , and (the said (*d*) is in my (*e*) possession).

(*d*) Lease or grant.

(*e*) If not, state in whose possession.

4. There is not any person in occupation of the said holding as Tenant or otherwise save as mentioned in the following Schedule :—

Names of the Persons in occupation as under-tenants or otherwise.	Area in Statute Measure.			Rent (if any) payable by such occupiers.			When payable.	Tenure or nature of occupancy.
	A.	R.	P.	£	s.	d.		
* * *								

If there are no under-tenants fill in the word "none" where marked * * *

5. There is not any charge or incumbrance affecting my interest in the said holding save those specified in the following Schedule :—

Schedule containing particulars of Mortgages, Charges created by deposit of Lease or otherwise, or Charges in favour of the Commissioners of Public Works in Ireland affecting the Tenant's interest in the Holding.

Date.	Name and Address of Incumbrancer.	Particulars of incumbrance, Mortgage, or otherwise.	Principal Sum due.		
			£	s.	d.
	* * *				

If there are no incumbrances, fill in the word "none" where marked thus * * *

6. I apply to the Court of the Land Commission to redeem the said rent, and for an advance under the Land Purchase Acts of the whole capital sum payable by me for such redemption.

7. I have not obtained from or (except by this Notice) applied to the Irish Land Commission for an advance of any sum for the purchase of any land,

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(a) Or Grantor.

8. In case the said Lessor (a) shall not signify his consent to such redemption in the prescribed manner, and within the prescribed time, I apply to the said Court to be deemed a tenant of a present tenancy in the said holding, and for an order fixing the fair rent to be hereafter paid for same.

SWORN before me this_____day of_____189__
at_____
_____

in the County of_____and I know the Deponent, *the whole of the foregoing originating notice and affidavit having been first read over to the said*_____ *by**_____*and the said*_____*appeared perfectly to understand the same, and made h mark thereto in my presence.*

The words in italics may be struck out unless the Deponent be a Marksman.

* State by whom.

(a) Or Grantor.

If the Lessee (a) wishes to be represented in the proceedings by a solicitor, here insert name and address of each solicitor.

Name_____ Address_____

FORM No. 2.

(Heading and particulars of holding same as in Form No. 1).

CONSENT.

(b) If as tenant for life or trustee for sale, state so.
(c) Or Grantors.
(d) Or Grant.
(e) Or Grantee.

I, of being the Owner (b) of the Lessor's (c) interest in the lease (d) in the Originating Notice served on me by the said Lessee (e) mentioned, and being in receipt of the rent reserved by the said lease (d) since the year 18 hereby consent to the redemption of the said rent under the Redemption of Rent (Ireland) Act, 1891, provided that the Lessee (e) is entitled to apply to redeem same under the provisions of the said Act.

Dated this day of 189 .

Signed

I of make oath and say that I am personally acquainted with the said , and that he affixed his signature hereto in my presence.

Sworn, &c.

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RULES

ISSUED BY THE

IRISH LAND COMMISSION

UNDER THE

TURBARY (IRELAND) ACT, 1891.

Dated the 15*th day of August,* 1891.

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IRISH LAND COMMISSION

15th day of August, 1891.

IT IS THIS DAY ORDERED that the following General Rules and Orders shall from and after this date, and until further orders, take effect and be in force in the Land Commission, under and in pursuance of the Turbary (Ireland) Act, 1891:—

Purchase of bog by Land Commission

1. Where the Landlord of an Estate, upon which any Tenants have agreed to purchase their holdings, desires to sell any bog on such estate in his occupation to the Land Commission, he shall apply in Form No. 1, in the Appendix hereto, which shall state the name of the townland upon which the bog is situate, the area of such bog, and the tenement valuation of the same, the names of the tenants on such estate who have been accustomed to exercise, whether as of right or by permission, any privilege of turbary over such bog, the terms as to payment (if any) by way of rent or otherwise for such right or privilege, and the conditions annexed to the exercise of the same, and the annual sums received for such payments. If any persons other than the tenants of such estate have been permitted to cut turf on such bog, the like particulars should be given; and in case where any rights of grazing or of cutting rushes or other rights upon such bog have been exercised, particulars of all such rights should be given.

The Landlord shall also state in such application the price at which he is willing to sell such bog.

There shall be lodged with such application an Ordnance Map, upon which such bog shall be accurately defined, with any existing divisions thereof, whether for cutting or otherwise, and any roads or passages intersecting the same.

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Application to have Regulations made for exercise of rights of Turbary.

2. Where any holding, for the purchase of which an agreement has been entered into by a tenant, comprises a bog which is subject to a right of turbary exercisable by persons other than the purchaser of the holding, and the tenant of such holding or any person exercising such right of turbary desires to have regulations made by the Land Commission for the exercise of such rights or for the affording reasonable facilities therefor, such person shall apply in Form No. 2, in the Appendix hereto, giving the particulars as to the holding therein prescribed, and stating whether the application is for regulations as to securing future reclamation or the affording reasonable facilities for the exercise of such rights.

Limit as to such applications.

3. In the case of any holding which has been purchased before the 5th day of August, 1891, under any of the Land Purchase Acts, or under the Irish Church Act, 1869, such application shall only be made by the proprietor of such holding.

Expenses.

4. If, upon the occasion of any such application, it shall appear expedient to the Land Commission, they may, before entertaining such application, require the applicant to lodge such sum as they may consider sufficient to cover the reasonable expenses incident to the making of such regulations.

Draft Regulations to be circulated Objections thereto.

5. The Regulations made in pursuance of the 4th section of the Turbary (Ireland) Act, 1891, shall be made by order, and before making any such order there shall be circulated amongst the persons who shall appear to be affected thereby, in such manner as the Commissioner may direct, a draft of the proposed Regulations, and every person thereby affected may, within the time limited by the Commissioner, lodge an objection thereto, and the Commissioner may, before entertaining such objection, require the party lodging the same to give

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adequate security for the payment of any costs that may be awarded against him in the event of his objection being overruled.

The objection shall be entitled in the matter, shall be written on foolscap paper with sufficient margin, and shall state the facts and documents relied on in support thereof. It shall be verified by the affidavit of the objector and filed in the Registrar's office.

6. When the final order has been made, any party interested may obtain a sealed copy thereof upon payment of the usual scrivenery fees.

Sealed copies of Order may be obtained.

7. Applications under the Turbary (Ireland) Act, 1891, in respect of bogs on any estate which may have been dealt with under the Purchase of Land (Ireland) Acts, 1885 or 1891, shall be referred to the Commissioner to whom such estate shall have been referred. All other applications under the said Act shall be referred to the Commissioners or any one of them in such rotation or otherwise as may from time to time be directed, provided that any application and the proceedings thereunder may at any time be transferred from any one Commissioner to another on the fiat of the Judicial Commissioner.

Reference of applications to Commissioners.

EDMUND T. BEWLEY.

S. J. LYNCH. FREDK. WRENCH.

JOHN GEORGE MACCARTHY. GERALD FITZGERALD.

Seal of the Irish Land Commission

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Form 1.

COURT OF THE IRISH LAND COMMISSION.

Turbary (Ireland) Act, 1891.

Record No.

In the Matter of the Estate of a Vendor of Land.

I of the Landlord of the above estate, hereby offer to sell to the Irish Land Commission the bog upon the said estate, described in the Schedule hereto, and in the originating Statement filed in this matter, for the sum of £ , and I apply to the said Commission to purchase the same under the provisions of the said Act, and I hereby certify that I have truly set forth in the said Schedule the names of all the tenants on the said estate who have been accustomed to exercise (whether as of right or by permission) any privilege of turbary, grazing, or cutting rushes, or any other privilege upon the said bog, and the particulars, extent, conditions, and terms as to payment (if any) by way of rent or otherwise attached to the exercise of such privileges, and also the names of all persons (if any) other than tenants who have been accustomed to exercise any of such privileges and the like particulars as regards the same. And I hereby agree that no contract entered into by the said Commission with me in pursuance of this offer shall be binding on them if the said Schedule be inaccurate in any substantial particular. The total of the annual payments I receive in respect of such privileges amounts to £

Witness Dated this day of 189

Signature of Landlord,

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Schedule.

Ordnance Survey Names of the Townlands upon which the bog is situate.		Area in Statute Measure of the Bog in each Townland.	Reference to Map.	Tenement Valuation.	Barony.	County.
		A. R. P.		£ s. d.		

Names of Tenants on the Estate or other Persons who exercise any privileges on the Bog. Tenants on the Estate to be set out separately from other persons.	Townlands upon which the holdings (if any) of such Tenants or other persons are situate.	Full particulars of the nature and extent of the privilege, whether as of right or by permission, whether as appurtenant to a Tenancy or distinct therefrom.	Particulars of payment (if any) for the exercise of such privilege.	Special Conditions (if any) attached to the exercise of such privilege, and observations.

Signature of Landlord,——————

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Form 2.

COURT OF THE IRISH LAND COMMISSION.

In the Matter of the Turbary Act, 1891, and of a holding purchased by A.B. from C.D.

Description of the holding, to be taken, if possible, from the Vesting Order or Conveyance.

Townlands, each to be given separately, and Ordnance Survey names only to be used.	Area in Statute Measure.	Barony.	County.
	A. R. P.		

Name of present proprietor of holding, _____

Postal address, _____

I, , of , (a) , do hereby apply to the Irish Land Commission to make regulations pursuant to the 4th Section of the said Act for securing that (b).

Dated this day of 189 .

Signature of applicant, _____

Postal address, _____

(a) The proprietor of the above holding, *or*, a person having a right of turbary on the above holding.

(b) If the application be by the proprietor "the exercise of the rights of turbary specified in the schedule hereto shall not prevent the future reclamation of the bog on the said holding," *or*, if by a person having a right of turbary "that I and the other persons named in the schedule hereto shall have reasonable facilities for the exercise of the rights of turbary therein stated."

Schedule.

Names of persons other than the proprietor who exercise rights of turbary on the bog on the holding.	Townlands upon which the holdings (if any) of such persons are situate.	Full particulars of the nature and extent of the rights of turbary, and whether they are exercised as appurtenant to a tenancy or distinct therefrom.	Particulars of payment (if any) for the exercise of such rights of turbary.	Special conditions (if any) attached to the exercise of such rights of turbary, and observations.

I, , the said applicant, make oath and say that I have in the foregoing Schedule truly set forth (c) the names of all the persons, other than the proprietor, who exercise rights of turbary on the bog on the said holding, the full particulars of the nature and extent of such rights, of the payments, if any, made therefor, and of the conditions, if any, attached to the exercise thereof.

(c) If not the proprietor insert "so far as is known to me."

Sworn, etc.

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TO

RULES AND FORMS

(*Dated* 15*th day of August*, 1891)

ISSUED UNDER THE

PURCHASE OF LAND (IRELAND) ACT, 1891;

REDEMPTION OF RENT (IRELAND) ACT, 1891;

AND

TURBARY (IRELAND) ACT, 1891.

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